The GRAND COUNCIL OF THE CREES (OF QUÉBEC), a corporation duly incorporated and mandated for these presents by, and acting on behalf of, the councils and Members of the Cree Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River (which Members are hereinafter collectively referred to as the "James Bay Crees") as well as the said MEMBERS of the said Cree Bands and the said BANDS herein acting and represented by the respective chiefs or leaders of the above Bands,

and

The NORTHERN QUEBEC INUIT ASSOCIATION, a corporation duly incorporated and duly mandated for these presents, herein acting and represented by the president, Charlie Watt, the first vice president, George Koneak, the second vice president, Johnny Williams, the secretary, Zebedee Nungak, the treasurer, Pootoolik Papigatuk, a director, Tommy Cain, a director, Robbie Tookalook, a director, Peter Inukpuk, a director, Mark Annanack, a director, Sarolie Weetaluktuk, a director, Charlie Arngak, and acting on behalf of the Inuit of Quebec and the Inuit of Port Burwell, and the INUIT OF QUÉBEC and the INUIT OF PORT BURWELL represented by the said corporation,

and

AND: The GOVERNMENT OF QUÉBEC, herein acting and represented by Gérard D. Lévesque, es-qualité Minister of Intergovernmental Affairs,

(hereinafter referred to as "Quebec")

and

La SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES – (the JAMES BAY ENERGY CORPORATION) a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by the president Robert A. Boyd

and

La SOCIÉTÉ DE DÉVELOPPEMENT DE LA BAIE JAMES – (the JAMES BAY DEVELOPMENT CORPORATION) a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by the president, Charles Boulva

and

La COMMISSION HYDROÉLECTRIQUE DE QUÉBEC (the QUÉBEC HYDRO-ELECTRIC COMMISSION – HYDRO-QUÉBEC), a corporation duly incorporated with its head office in Montreal, Quebec, herein acting and represented by the president, Roland Giroux

AND: The GOVERNMENT OF CANADA, herein acting and represented by the Minister of Indian Affairs and Northern Development, the Honourable Judd Buchanan

(hereinafter referred to as "Canada").

WHEREAS it is desirable for the Province of Québec to take measures for the organization, reorganization, good government and orderly development of the areas within the purview of the 1898 Acts respecting the Northwestern, Northern and Northeastern Boundaries of the Province of Québec and of the 1912 Quebec Boundaries Extension Acts;

WHEREAS the Province of Québec assumed certain obligations in favour of the Native people inhabiting the said areas (hereinafter referred to as the "Territory");

WHEREAS the Province of Québec now wishes to fully satisfy all of its obligations with respect to the Native people inhabiting the Territory and the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell have consented to the terms and conditions of an agreement of settlement with respect thereto;

WHEREAS, in particular, it is expedient to agree upon the terms and conditions of the surrender of the rights referred in the 1912 Quebec Boundaries Extension Acts;

WHEREAS, for such purpose, it is expedient that Canada and Québec recommend to the Parliament of Canada and to the National Assembly of Québec respectively, that the said 1912 boundaries extension acts be amended by legislation;

WHEREAS La Société d'énergie de la Baie James, la Société de développement de la Baie James and La Commission hydroélectrique de Québec (Hydro-Québec) have an interest in, and have made commitments for, the orderly development of the said Territory;

WHEREAS it is appropriate that it be recommended to Parliament and to the National Assembly of Québec that the agreement herein set forth (hereinafter referred to as the "Agreement") be approved and given effect to by suitable legislation.

NOW THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1

Definitions

For the purposes of the Agreement and, unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:

1.1 "Category I": an area of land in the Territory described in Sections 5 and 7 of the Agreement.

1.2 "Category IA": an area of land in the Territory described in Section 5 of the Agreement.

1.3 "Category IB": an area of land in the Territory described in Section 5 of the Agreement.

1.4 "Category IB Special and Special Category I": areas of land in the Territory described in Sections 5 and 7 respectively of the Agreement.

JBNQA, subs. 1.4
A. corr.

1.5 "Category II": an area of land in the Territory described in Sections 5 and 7 of the Agreement.

1.6 "Category III" : land in the Territory other than:

Category I, IA, IB, IB Special and Special Category I,

Category II,

Category I-N lands, comprising the Category IA-N lands and Category IB-N lands, as provided for in the Northeastern Québec Agreement, and

Category II-N lands, being the lands contemplated for use by the Naskapis by paragraph 7.2.1, and which may be used as such by the Naskapis, as provided for in the Northeastern Québec Agreement.

JBNQA, subs. 1.6
A. corr.
Compl. A. no. 1, sch. 1, s. 1

1.7 "Community", in the case of the Crees, or "Cree Community": a collectivity of Crees for whom Category I lands have been allocated and in the case of Category IA, the band as represented by the band council, and in the case of Category IB, the public corporations contemplated by Section 5 or 10 of the Agreement. From the coming into force of Complementary Agreement No. 22, "Community" in the case of the Crees or "Cree Community" also includes the Crees of Oujé-Bougoumou, and "Band" includes the Oujé-Bougoumou Band contemplated by Complementary Agreement No. 22.

JBNQA, subs. 1.7
Compl. A. no. 22, sch. 1, s. 1

1.8 "Community", in the case of the Inuit, or "Inuit Community": one of the existing Inuit communities at George River, Fort Chimo, Leaf Bay, Aupaluk, Payne Bay, Koartak, Wakeham Bay, Sugluk, Ivujivik, Akulivik (Cape Smith), Povungnituk, Inoucdjouac, Great Whale River, and Fort George, future Inuit communities recognized as such by Québec, and Port Burwell for the specific purposes mentioned in the Agreement.

JBNQA, subs. 1.8
A. corr.

1.9 “Cree” or “James Bay Cree”: a person eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the Agreement.

1.10 “Inuk” or “Inuit” in the plural: a person or persons eligible pursuant to Section 3A of the Agreement.

JBNQA, subs. 1.10
Compl. A. no. 18, sch. 1, s. 1

1.11 “Native party”: in the case of the Crees, 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. In the case of the Inuit, 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.

JBNQA, subs. 1.11
A. corr.

1.12 “Native people”: the Crees and the Inuit.

1.13 “Native person”: a Cree or an Inuk.

1.14 “Non-native”: a person not eligible pursuant to Sections 3 or 3A of the Agreement.

JBNQA, subs. 1.14
Compl. A. no. 18, sch. 1, s. 2

1.15 “Minister”: the provincial or federal minister responsible for a matter falling within the jurisdiction of the government of which he is a member.

1.16 “Territory”: the entire area of land contemplated by the 1912 Quebec boundaries extension acts (an Act respecting the extension of the Province of Quebec by the annexation of Ungava, Que. 2 Geo. V. c.7 and the Quebec boundaries Extension Act, 1912, Can. 2 Geo. V. c.45) and by the 1898 acts (an Act respecting the delimitation of the Northwestern, Northern and Northeastern boundaries of the Province of Quebec, Que. 61 Vict. c.6 and an Act respecting the Northwestern, Northern and Northeastern boundaries of the Province of Québec, Can. 61 Vict. c.3).

JBNQA, subs. 1.16
A. corr.

1.17 “James Bay and Northern Québec Agreement” : the present Agreement.

Compl. A. no. 1, sch. 1, s. 2

1.18 “Northeastern Québec Agreement” : the agreement between the Naskapis de Schefferville band and the members thereof, le Gouvernement du Québec, la Société d’énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association and the Government of Canada, dated January 31, 1978.

Compl. A. no. 1, sch. 1, s. 3

See plan no. 1 Agreement Territory (Complementary Documents)

SECTION 2

Principal Provisions

Surrender of rights

2.1 In consideration of the rights and benefits herein set forth in favour of the James Bay Crees and the Inuit of Québec, the James Bay Crees and the Inuit of Québec hereby cede, release, surrender and convey all their Native claims, rights, titles and interests, whatever they may be, in and to land in the Territory and in Québec, and Québec and Canada accept such surrender.

Benefits under the Agreement

2.2 Québec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Québec Hydro-Electric Commission (Hydro-Québec), to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the James Bay Crees and the Inuit of Québec the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in paragraph 2.1 hereof.

Canada hereby approves of and consents to the Agreement and undertakes, to the extent of its obligations herein, to give, grant, recognize and provide to the James Bay Crees and the Inuit of Québec the rights, privileges and benefits herein.

2.3 In consideration of the rights and benefits herein set forth in favour of the Inuit of Port Burwell who are ordinarily resident of Killinek Island, the Inuit of Port Burwell hereby cede, release, surrender and convey all their Native claims, rights, titles and interests, whatever they may be, in and to land in the Territory and in Québec, and Québec and Canada accept such surrender.

Québec and Canada, the James Bay Energy Corporation, the James Bay Development Corporation and the Québec Hydro-Electric Commission (Hydro-Québec) to the extent of their respective obligations as set forth herein, hereby give, grant, recognize and provide to the Inuit of Port Burwell the rights, privileges and benefits specified herein, the whole in consideration of the said cession, release, surrender and conveyance mentioned in this paragraph.

For purposes of the Agreement a person of Inuit ancestry who was or will be born on that part of Killinek Island within the Northwest Territories shall be deemed to have been born or to be born in Québec, or if such person is ordinarily resident in Port Burwell he shall be deemed to be ordinarily resident in Québec.

The provisions of the Agreement as set forth in Section 3A (Eligibility – Inuit); Section 6 (Land Selection – Inuit of Québec); Section 7 (Land Regime Applicable to the Inuit): Section 23 (Environment and Future Development North of the 55th Parallel) Section 24 (Hunting, Fishing and Trapping); Section 25 (Compensation and Taxation) and Section 27 (Inuit Legal Entities) shall apply to the Inuit of Port Burwell and for the purposes of such Sections the Inuit community of Port Burwell shall be deemed to be an “Inuit community”. Notwithstanding the foregoing the Inuit of Port Burwell shall not be included in paragraph 3.2.4 for the purpose of calculating the division of compensation as provided in paragraph 25.4.1.

Canada or the Government of the Northwest Territories, as the case may be, will continue to be responsible for providing programs and services to the Inuit who are ordinarily resident in Port Burwell in accordance with criteria that may be established from time to time.

JBNQA, subs. 2.3
A. corr.
Compl. A. no. 2, s. 1
Compl. A. no. 18, sch. 1, s. 3

Legal Proceedings

2.4 In consideration of and subject to the rights, benefits and privileges in favour of the James Bay Crees and the Inuit of Québec, the James Bay Crees and Inuit of Québec consent by these presents to the settlement out of court of all legal proceedings relating to the James Bay project or to the claims, rights, titles and interests in land that they may have. The James Bay Crees and the Inuit of Québec further undertake not to institute any further proceedings relating to the matters contemplated in the said legal proceedings already instituted which are presently before the Supreme Court of Canada in virtue of leave to appeal granted by the Supreme Court of Canada on February 13, 1975.

The legal proceedings involving the parties and bearing the numbers 05-04840-72 and 05-04841-72 of the records of the Superior Court of the District of Montreal are hereby settled and transacted and the parties respectively release and discharge each other, their agents, mandataries, representatives and employees from all claims, demands, damages and inconvenience arising from or in relation to the matters contemplated by the said proceedings. The parties to the said proceedings undertake that they will forthwith upon the coming into force of the Agreement cause the necessary documents to be filed in the records of the Courts to give effect to the above.

Legislation

2.5 Canada and Québec shall recommend to the Parliament of Canada and to the National Assembly of Québec respectively, forthwith upon the execution of the Agreement, suitable legislation to approve, to give effect to and to declare valid the Agreement and to protect, safeguard and maintain the rights and obligations contained in the Agreement. Canada and Québec undertake that the legislation which will be so recommended will not impair the substance of the rights, undertakings and obligations provided for in the Agreement.

Both the federal and provincial legislation approving and giving effect to and declaring valid the Agreement, if adopted, shall provide that, where there is an inconsistency or conflict between such legislation and the provisions of any other federal or provincial law, as the case may be, applicable to the Territory, the former legislation shall prevail to the extent of such inconsistency or conflict. Canada and Québec acknowledge that the rights and benefits of the Indians and Inuit of the Territory shall be as set forth in the Agreement and agree to recommend that the federal and provincial legislation approving, giving effect and declaring valid the Agreement will provide for the repeal of Sub-sections c), d) and e) of Section 2 of the federal Quebec Boundaries Extension Act, 1912, and of the same Sub-sections of Section 2 of the Schedule to the provincial Quebec boundaries extension act, 1912.

The provincial legislation approving, giving effect to and declaring valid the Agreement shall allocate lands in the manner set forth in the Agreement, .twithstanding any other provincial laws or regulations.

JBNQA, subs. 2.5
A. corr.

Extinguishment of rights

2.6 The federal legislation approving, giving effect to and declaring valid the Agreement shall extinguish all native claims, rights, title and interests of all Indians and all Inuit in and to the Territory, whatever they may be.

JBNQA, subs. 2.6
Compl. A. no. 2, s. 2

Coming into force of Agreement

2.7 During the Transitional Period of two (2) years referred to herein, Canada and Québec shall to the extent of their respective obligations, take the measures necessary to put into force, with effect from the date of execution of the Agreement, the Transitional Measures referred to in the Agreement.

Except for such Transitional Measures, the Agreement shall come into force and shall bind the Parties on the date when both the federal and provincial laws respectively approving, giving effect to and declaring valid the Agreement are in force.

Upon the coming into force of the said federal and provincial legislation the Transitional Measures shall be replaced by all the other provisions of this Agreement. All acts done by the Parties in virtue of the said Transitional Measures shall then be deemed to have been ratified by all the Parties hereto.

Transitional Monetary Payment

2.8 In the event that the legislation referred to in paragraph 2.5 hereof does not come into force within a period of two (2) years from the execution of the Agreement, all compensation paid to or for the benefit of the James Bay Crees and the Inuit of Québec by Québec or Canada pursuant to Sub-section 25.1 shall be repaid to, revert to or remain with, as the case may be, the said governments. However, during the transitional period, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell shall be entitled to receive, retain and use any interest earned thereon when due under the provisions of paragraphs 25.1.6 and 25.2.6. Such interest payments shall be made to the Grand Council of the Crees (of Québec) for the benefit of the James Bay Crees and to the Northern Québec Inuit Association for the benefit of the Inuit of Québec and the Inuit of Port Burwell.

JBNQA, subs. 2.8
A. corr.

2.9

Transitional Measures

2.9.1 During the period between the date of execution of the Agreement and either the coming into force of the legislation referred to in paragraph 2.5 or two (2) years from the date of execution of the Agreement, whichever is the earlier (which period is herein referred to as the Transitional Period Quotation marks), Québec undertakes, in the case of the James Bay Crees, from the date of the execution of the Agreement and in the case of the Inuit of Québec and the Inuit of Port Burwell, from the respective dates that agreements are reached with Québec in accordance with Section 6 for the selection of Category I lands, not to alienate, cede, transfer or otherwise grant rights respecting the lands which are to be allocated as Category I lands to or for the benefit of the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell, except for those rights which Québec could grant under Sections 5 or 7. Such lands are described in the Territorial descriptions annexed to Section 4 and to be annexed to Section 6 as selections are made and shall include the lands known as Category IA and Category IB lands.

JBNQA, par. 2.9.1
A. corr.

Provisional use of Territory

2.9.2 During the transitional period, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell shall be permitted to occupy, enjoy and use the Territory in accordance with present practice, subject to the rights of the other parties to the Agreement to act in such a manner as not to jeopardize rights which the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell will have when the Agreement comes into force and effect. Nonetheless, this shall not be deemed to be a recognition nor a

waiver of any right in or to the Territory in favour of or by the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell.

JBNQA, par. 2.9.2
A. corr.

Provisional Hunting, Fishing and Trapping

2.9.3 Moreover, during the transitional period, and subject to acquired rights, the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell when they will have selected their lands as aforesaid, shall be granted by regulations of Québec and Canada, to the extent of their respective jurisdictions, which Québec and Canada hereby undertake to adopt to give effect to these presents, the exclusive right to hunt, fish and trap in the lands which are or shall be described as Category I and Category II lands and to grant the right to trap and to hunt and fish in Category III lands, the whole subject to such limitations on the Native people as are contained in Section 24 of the Agreement. These regulations shall also provide that the Inuit of Québec and the Inuit of Port Burwell (through their Community Councils) and the James Bay Crees shall be authorized to allow other persons to hunt, fish and trap in Category I and Category II lands in the manner set forth in Section 24. Moreover, subject to acquired rights, the said regulations shall also provide for the same rights to the Native people in respect to outfitting as would have applied had the Agreement come into force on the date of its execution, except that notices relating to the right of first refusal with respect to outfitting facilities during the Transitional Period shall be given to the interested Native parties in respect to their respective areas of primary interest and to both interested Native parties in respect to areas of common interest.

JBNQA, par. 2.9.3
A. corr.

Payment during Transitional Period

2.9.4 From the date of execution of the Agreement, Canada and Québec shall pay for the benefit of the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell the amounts of compensation to which they shall be entitled upon the coming into force of the Agreement in accordance with the provisions of Sub-section 25.1 However, during the transitional period, such amounts of compensation shall not be paid to the legal entity or entities contemplated by Sections 26 and 27 but shall instead be paid to financial institutions in Québec mutually acceptable to Québec, Canada and the Cree and Inuit parties, for the benefit of the James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell, pursuant to trust arrangements acceptable to Canada, Québec and the interested Native parties. It is recognized that there may be separate trust arrangements for each of the interested Native parties.

Building of La Grande Project

2.9.5 During the transitional period, the James Bay Energy Corporation and Hydro-Québec undertake that they will carry out all measures respecting Le Complexe La Grande 1975 in the manner provided for in Section 8 as if the said Section were in force and effect from the date of execution of the Agreement. Furthermore, the James Bay Energy Corporation and Hydro-Québec undertake that during the said transitional period Le Complexe La Grande 1975 which is being built will substantially conform to the provisions contemplated by the "Description Technique – Le Complexe La Grande 1975" (dated October 20, 1975) referred to in Section 8 of the Agreement.

The James Bay Crees, the Inuit of Québec and the Inuit of Port Burwell undertake that during the Transitional Period, no legal proceedings will be instituted having as an object the halting of works being carried out substantially in conformity with the said Le Complexe La Grande 1975.

Other Provisional Measures

2.9.6 In addition to the foregoing, the provisions of the Agreement relating to Health and Social Services, Education and Justice and Police shall be implemented to the extent possible within existing legislation, during the Transitional Period. In respect to the income security program for the Crees and in respect to the support program for Inuit hunting, fishing and trapping the transitional measures during the transitional period shall be as described in Sections 30 and 29 respectively. Subject to the provisions of said Sections, at the termination of said Transitional Period the native parties shall be obliged to render an account to Québec concerning the use of such moneys for such programs and to repay and remit to Québec any portion of such moneys not used for the said purposes.

At the termination of the Transitional Period, Canada and Québec may cease implementation of the above mentioned provisions, and the Crees and Inuit shall have the right to opt out of such implementation, in either of which events the parties shall be restored to their respective positions prior to the execution of the Agreement, provided that nothing herein shall be interpreted to require the Crees and the Inuit to repay any sums spent in accordance with and with respect to this paragraph.

Suspension of Legal Proceedings

2.9.7 The parties agree to further suspend during the Transitional Period the legal proceedings relating to the James Bay project or to the claims, rights, titles and interests in land of the James Bay Crees and the Inuit of Québec, including the effects of any judgment, rendered or to be rendered, resulting therefrom, and not to institute any further proceedings relating to such matters, during the Transitional Period, including all matters contemplated by the proceedings in the case of Kanatewat et al. vs. the James Bay Development Corporation et al. pending before the Supreme Court of Canada and related proceedings pending before the Superior Court of Québec. The parties further agree not to institute legal proceedings relating to transitional measures referred to herein during the transitional period.

JBNQA, par. 2.9.7
A. corr.

Agreement not coming into force

2.9.8 In the event that the legislation referred to in paragraph 2.5 hereof does not come into force within a period of two (2) years from the execution of the Agreement then, notwithstanding the Transitional Measures herein specified, nothing in the Agreement shall be construed as imposing any obligation upon Québec or Canada to continue any or all of the Transitional Measures or any other obligation or undertaking referred to elsewhere in the Agreement. Nevertheless, Québec and Canada, to the extent of their respective undertakings, agree to assume and implement the Transitional Measures provided for herein and the Crees, the Inuit of Québec and the Inuit of Port Burwell have accepted same on the basis that suitable legislation shall be adopted to put the Agreement into force and effect.

Extension of Transitional Period

2.9.9 The Transitional Period may be extended by consent of all parties.

2.10 The parties hereto recognize and declare that all lands other than Category IA lands are and shall remain under the exclusive legislative jurisdiction of the Province of Québec.

In the event that a final judgment of a competent court of last resort declares that the whole or any part of Categories II and III lands fall under the legislative jurisdiction of Canada, because of rights granted to the Native people with respect to all or any such lands or because such lands are held to be lands reserved for Indians, then any rights given to the Native people with respect to such lands shall cease to exist for all legal purposes.

Québec and Canada undertake as of the date of the said judgment, both one to the other, as well as individually and collectively, in favour of the Native people to do all things necessary and to introduce such legislative or other measures needed to enable Québec and/or Canada, in their respective jurisdictions, to grant anew the same rights that ceased to exist but with provincial jurisdiction in the said lands.

Nonetheless, in order to avoid hardship to the Native people and notwithstanding the above, the effect of the preceding provisions with respect to the termination of the rights of the Native people shall be suspended for a period of two (2) years following the date of the judgment.

During such period of suspension, Québec and Canada undertake that they will not do anything or permit anything to be done which would prevent the granting or restoration to the Native people of any rights so nullified.

At the expiration of the period of suspension of two (2) years mentioned above, should no measures have been taken which would make possible, under provincial jurisdiction, the restoration of rights to the Native people, Canada and Québec shall continue to endeavour to take the measures necessary which will make possible the restoration under provincial jurisdiction of the said rights over Categories II and III lands.

Should any Category I lands, exclusive of Category IA lands of the Crees, be held by a final judgment of a competent court of the last resort to fall under federal legislative jurisdiction, none of the rights of the Native people in regard to such lands shall be affected. However, Canada and Québec undertake to diligently do all things necessary and to introduce such legislative or other measures required so that such lands and rights of the Native people related to such lands fall under provincial legislative jurisdiction.

The termination of any rights in virtue of this paragraph and the circumstances described herein shall not be deemed to be nor be construed as nullifying in any manner whatsoever any other rights or provisions of this Agreement.

Citizens' Rights

2.11 Nothing contained in this Agreement shall prejudice the rights of the Native people as Canadian citizens of Québec, and they shall continue to be entitled to all of the rights and benefits of all other citizens as well as those resulting from the Indian Act (as applicable) and from any other legislation applicable to them from time to time.

Federal and Provincial Programs

2.12 Federal and provincial programs and funding, and the obligations of the Federal and Provincial Governments, shall continue to apply to the James Bay Crees and the Inuit of Québec on the same basis as to the other Indians and Inuit of Canada in the case of federal programs, and of Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs.

Federal Provincial and Private Interests

2.13 The rights of the Crown in right of Canada in respect to Federal properties and installations in the Territory and the rights of the Crown in right of Québec in respect to provincial properties and installations in the Territory, which are now or hereafter owned by the Crown or used for the purposes of the Federal or Provincial Government, as the case may be, shall not be affected by the Agreement, except as otherwise specifically provided for herein.

Subject to the provisions of this Agreement the rights of persons not parties hereto shall not be affected.

Undertaking to Negotiate

2.14 Québec undertakes to negotiate with other Indians or Inuit who are not entitled to participate in the compensation and benefits of the present Agreement, in respect to any claims which such Indians or Inuit may have with respect to the Territory.

Notwithstanding the undertakings of the preceding sub-paragraph, nothing in the present paragraph shall be deemed to constitute a recognition, by Canada or Québec, in any manner whatsoever, of any rights of such Indians or Inuit.

Nothing in this paragraph shall affect the obligations, if any, that Canada may have with respect to claims of such Native persons with respect to the Territory. This paragraph shall not be enacted into law.

Amendment

2.15 The Agreement may be, from time to time, amended or modified in the manner provided in the Agreement, or in the absence of such provision, with the consent of all the Parties. Whenever for the purposes of, or pursuant to, the Agreement, unless otherwise expressly specified, consent is required in order to amend or modify any of the terms and conditions of the Agreement, such consent may be given on behalf of the Native people by the interested Native parties.

Confirmation

2.16 The Agreement shall, within four months from the date of execution, and in a manner satisfactory to Canada, be submitted to the Inuit and the Crees for purposes of consultation and confirmation. The transitional measures provided for herein and the provisions of Sub Sections 25.5 and 25.6 shall take effect only from the time of such confirmation but retroactive to the date of the execution of the Agreement.

Jurisdiction

2.17 Canada and Québec shall recommend that legislative effect be given to the Agreement by Parliament and the National Assembly, subject to the terms of the Agreement and the legislative jurisdiction of Parliament and the National Assembly.

JBNQA, subs. 2.17
A. corr.

2.18 The other provisions of this Agreement are set forth in the Sections attached hereto dealing with various subject matters, which Sections form part of this Agreement.

SECTION 3

Eligibility

3.1 Definitions

For the purposes of this Section, the following words and terms shall be defined as follows:

3.1.1 "Cree community" is a group consisting of all members of a Cree band, within the meaning of the Indian Act, in the Territory, as well as all other persons who are entitled to be enrolled as beneficiaries hereunder who are recognized by such band as belonging to such group. From the coming into force of Complementary Agreement No. 22, "Cree community" also includes the Crees of Oujé-Bougoumou.

JNBQA, par. 3.1.1
Compl. A. no. 22, sch. 2, s. 1

3.1.2 *(Paragraph deleted)*.

JBNQA, par. 3.1.2
A. corr.
Compl. A. no. 18, sch. 1, s. 4

3.1.3 "Indian Act" is an Act respecting Indians, 1970, R.S.C., c. I-6 as amended.

3.1.4 "Minor" is an unmarried male or female person who has not yet attained the age of eighteen (18).

3.1.5 "recognition by a community" includes, in the case of the Crees, a resolution approved by a majority of the members of the band council.

JBNQA, par. 3.1.5
Compl. A. no. 18, sch. 1, s. 5

3.1.6 "adoption" is the adoption of a child who has not reached the age of majority at the time of the adoption, which adoption was effected pursuant to the laws relating to adoption in any of the provinces of Canada or pursuant to the customs of the Native people in the Territory.

3.1.7 "Secretary General" is the secretary general of the Registre de la Population du Québec.

3.1.8 "Dependent beneficiary" is a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive and who is:

a) the Consort of a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive, residing permanently with that person, or

b) the unmarried child, whatever his or her filiation and taking into account established Cree custom, who depends for his or her support upon a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive for the greater part of the year and who:

i) is less than eighteen (18) years of age; or

ii) is eighteen (18) years of age or older and is attending on a full time basis an educational institution in the regular stream; or

iii) is eighteen (18) years of age or older, is handicapped and is not receiving financial support or assistance in respect of his or her handicap.

JBNQA, subs. 3.1
A. corr.
Compl. A. no. 29, s. 1

3.1.9 "Consorts" shall mean: two persons of the opposite sex or of the same sex who, in conformity with applicable laws or Cree customs (as the case may be), are married, in a civil union or live together in a *de facto* union.

Compl. A. no. 29, s. 1

3.2 Eligibility

3.2.1 A person shall be entitled to be enrolled as a beneficiary under the Agreement and be entitled to benefit therefrom if on November 15, 1974, he or she was:

a) under the Indian Act, a member or a person entitled to be a member of one of the eight Cree Indian bands of Québec, now designated as Waswanipi, Mistassini, Old Factory, Fort George, Eastmain, Rupert House, Nemaska and Great Whale River , or

b) a person of Cree ancestry ordinarily resident in the Territory, or

c) a person of Cree or Indian ancestry who is recognized by one of the Cree communities as having been on such date a member thereof, or

d) the adopted child of a person mentioned in sub-paragraphs a), b) or c).

3.2.2 On or after November 16, 1974, a person is entitled to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom as a member of one of the Cree communities if he or she is:

a) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to paragraphs 3.2.1 or 3.2.3;

b) the adopted child of a person described in paragraph 3.2.1 or sub-paragraph 3.2.2 a) provided such child is a minor at the time of the adoption.

3.2.3 After six months following the posting of the official lists referred to in sub-paragraph 3.3.6 b), a Cree community may, from time to time, at its discretion, direct the Secretary General to enroll as a beneficiary under the Agreement and as a person entitled to benefit therefrom a person who is of Cree ancestry provided such person:

a) was born in the Territory, or

b) is ordinarily resident in the Territory, and

c) he or she would have been entitled to be enrolled with his or her descendants pursuant to paragraphs 3.2.1 or 3.2.2 but through inadvertence or otherwise, was omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6.

The provisions of this paragraph shall not prevent any person omitted from the official lists of beneficiaries prepared in accordance with paragraph 3.3.6 from exercising his right to appeal pursuant to Sub-section 3.4.

JBNQA, par. 3.2.3
A. corr.

3.2.4 *(Paragraph deleted)*.

JBNQA, par. 3.2.4
Compl. A. no. 18, sch. 1, s. 6

3.2.5 *(Paragraph deleted)*.

JBNQA, par. 3.2.5
Compl. A. no. 18, sch. 1, s. 6

3.2.6 *(Paragraph deleted)*.

JBNQA, par. 3.2.6
A. corr.
compl. A. no. 18, sch. 1, s. 6

3.2.7 In the event a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive of this Sub-Section is absent from the Territory during ten continuous years and is domiciled outside the Territory, such person shall not be entitled to exercise his rights or receive benefits under the Agreement. Upon such person re-establishing his domicile in the Territory, the right of such person to exercise his rights or to receive benefits under the Agreement shall revive.

JBNQA, par. 3.2.7
A. corr.
Compl. A. no. 18, sch. 1, s. 7

3.2.7A Notwithstanding paragraph 3.2.7, a person mentioned in paragraphs 3.2.1 to 3.2.3 inclusive of this Sub-Section is deemed to be domiciled in, and not absent from, the Territory if he or she left, or was relocated outside, the Territory for one of the following reasons and as long as one of these reasons applies:

a) the receipt of health care or educational services not offered in the Territory; or

b) work on behalf of an organization whose mandate is to promote the welfare of the Cree.

Dependent beneficiaries who accompany the beneficiary referred to in this paragraph are deemed to be domiciled in, and not absent from, the Territory during the same period.

Compl. A. no. 29, s. 2

3.2.8 A person who is entitled to be enrolled on both the Cree and Inuit lists, in accordance with the criteria set out in paragraphs 3.2.1 or 3.2.4 shall on or before a day fixed by the Enrollment Commission declare, the list on which he or she wishes to be enrolled, and failing to so declare the Enrollment Commission shall decide the list on which that person shall be enrolled.

JBNQA, par. 3.2.8
A. corr.

3.2.9 Without restricting the generality of the foregoing and notwithstanding any other provision in this Section, a person shall not be enrolled on more than one list. Upon attaining the age of majority, a person entitled to be enrolled on both the Cree and Inuit lists shall notify the Secretary General as to the list on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the list on which that person shall be enrolled.

3.3 Enrollment

3.3.1 Upon the execution of the Agreement, each Cree and Inuit community shall establish a Local Enrollment Committee comprised of three (3) resident members nominated by the council of the respective Cree band or Inuit community corporation and appointed by the Enrollment Commission. The Local Enrollment Committee shall cease to exist simultaneously with the cessation of the Enrollment Commission pursuant to paragraph 3.3.10.

3.3.2 A Local Enrollment Committee shall have the following duties and functions:

a) to publicize and provide information in respect of the enrollment process to members of the Cree and Inuit communities;

b) to supply application forms to any person wishing to apply for enrollment;

c) to receive completed applications for enrollment;

d) to prepare a list of all persons who in its opinion are entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1 to 3.2.9 inclusive;

e) to certify and to forward the list to the Enrollment Commission on or before the date fixed by the latter;

f) to prepare a list of the names of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission;

g) to forward to the Enrollment Commission applications which in its opinion should be considered by another Local Enrollment Committee.

3.3.3 Upon the execution of the Agreement, an Enrollment Commission shall be established comprised of:

a) a person appointed by the Grand Council of the Crees (of Québec) or its successor;

b) a person appointed by the Northern Quebec Inuit Association;

c) a person appointed by Québec;

d) a person appointed by Canada;

e) a person chosen by the four members mentioned above but in the event that they are unable to agree on a choice, such person shall be appointed by Québec.

3.3.4 A chairman shall be elected by the members from among themselves.

3.3.5 A majority of the members constitutes a quorum of the Commission.

3.3.6

a) The Enrollment Commission shall be responsible for the preparation of the official lists of persons entitled to be enrolled in accordance with the criteria set out in paragraphs 3.2.1, 3.2.4, 3.5.4 and 3.5.5.

b) On or before November 1, 1977, the Enrollment Commission shall publish the official lists and shall forward a copy thereof to the councils, or their successors, of the respective Cree bands and Inuit communities and shall cause a copy thereof to be posted in a place in the community where notices are ordinarily displayed.

3.3.7 The Enrollment Commission shall have the following powers:

a) to determine the place and dates of such meetings as it deems necessary;

b) to fix the date for receiving the lists referred to in paragraph 3.3.2;

c) to establish its own procedures and standards of evidence;

d) to authorize the expenditure of such funds as may be allocated to it for the purpose of carrying out its functions and responsibilities.

3.3.8 The Enrollment Commission shall have the following duties and functions:

a) to assist the Local Enrollment Committees in carrying out their functions and responsibilities;

b) to prepare and provide such information and forms as may be necessary to enable the Local Enrollment Committee to conduct the enrollment;

c) to refer to the appropriate Local Enrollment Committee those applications for enrollment which are submitted directly to the Enrollment Commission by individual applicants and those applications which were made to the inappropriate Local Enrollment Committee;

d) to review the lists of names submitted by the Local Enrollment Committed pursuant to sub-paragraphs 3.3.2 d), e) and f) and add thereto or delete therefrom the names of persons who may or may not be entitled to be enrolled in accordance with the criteria set out in Sub Section 3.2;

e) to prepare, certify, publish and advertise the official lists;

f) to notify the Local Enrollment Committee of the names of all persons who have been added to or deleted from the lists prepared by the Local Enrollment Committee;

g) to notify each applicant whose name has not been put on the official lists and to notify each person whose name has been added to or deleted from the lists submitted by the Local Enrollment Committee and to inform that applicant or person of the reason for the Commission's decision and of his or her right to appeal.

3.3.9 Where it appears to the Enrollment Commission that a Local Enrollment Committed is not able to carry out the duties and functions provided by paragraph 3.3.2 by the date fixed by the Commission, the Commission may exercise any or all of the duties and responsibilities of the Local Enrollment Committed.

3.3.10 Within one month of the publication and posting of the official lists, or of the notifications mentioned in sub-paragraph 3.3.8 g) whichever is the later, the Enrollment Commission shall deposit with the Secretary General and the Minister of Indian Affairs and Northern Development a copy of the official lists, and all its official records and documents shall be deposited with the Secretary General and the said Commission shall thereafter cease to exist.

3.4 Appeals

3.4.1 Within six months after the posting of the official lists of beneficiaries in accordance with sub-paragraph 3.3.6 b) an appeal shall lie to the Quebec Native Appeal board in respect to the ommission, inclusion, exclusion or deletion of the name of a person to or from such lists.

3.4.2 Within six months after the notification by the Secretary General that the name of a person has been added to or deleted from the Cree register by the Secretary General or within six months after the notification by the Secretary General of his refusal to include the name of a person on the Cree register, an appeal shall lie to the Quebec Native Appeal Board in respect thereto.

JBNQA, par. 3.4.2
Compl. A. no. 18, sch. 1, s. 8

3.4.3 Only one appeal may be made to the Quebec Native Appeal Board pursuant to paragraphs 3.4.1 or 3.4.2.

3.4.4 The following persons may appeal to the Quebec Native Appeal Board pursuant to paragraphs 3.4.1 or 3.4.2:

a) a person whose name was omitted from, included in, excluded or deleted from the lists;

b) a person whose name was added to or deleted from the Québec Register;

c) a person whose application was refused by the Secretary General;

d) the Council (or its successor) of one of the Cree bands.

JBNQA, par. 3.4.4
Compl. A. no. 18, sch. 1, s. 9

3.4.5 A Native Appeal Board shall be established by Québec to hear and determine appeals pursuant to paragraphs 3.4.1 to 3.4.4 inclusive. This Board shall be called the “Quebec Native Appeal Board” and shall consist of a judge of the Provincial Court of Québec.

3.4.6 The Minister of Indian Affairs and Northern Development shall be notified by the Secretary General of all appeals under this Sub Section and shall have the right to intervene on his own behalf, or, at the request of the appellant, on the appellant's behalf, in any such appeal presented to the Quebec Native Appeal Board.

JBNQA, par. 3.4.6
A. corr.

3.5 Registration of beneficiaries

3.5.1 A Cree Register shall be maintained by Québec in which shall be recorded the names of the persons entitled to be enrolled in accordance with this Section. The Register shall contain the community lists mentioned in Sub Section 3.5.4.

JBNQA, par. 3.5.1
Compl. A. no. 18, sch. 1, s. 10

3.5.2 The Québec Cree Register shall indicate the date on which each name is added thereto or deleted therefrom.

JBNQA, par. 3.5.2
Compl. A. no. 18, sch. 1, s. 11

3.5.3 The Secretary General may at any time add to or delete from the Register the name of any person who, in accordance with the provisions of this Section, is entitled or not entitled to have his name included in the Register.

JBNQA, par. 3.5.3
Compl. A. no. 18, sch. 1, s. 12

3.5.4

a) A person entitled to be enrolled as a Cree under Sub Section 3.2 hereof shall also be enrolled in a Cree community by enrollment on a Cree community list which shall be established for each community.

b) A person shall not be enrolled in more than one Cree community at a time.

c) A person shall be enrolled in the community in respect of which he or she is presently registered under the Indian Act if he or she is registered as a band member. If he or she is not a band member he or she shall be enrolled in the Cree community in which he or she has been granted affiliation pursuant to sub-paragraphs 3.2.1 b), c), d), paragraph 3.2.2 or paragraph 3.2.3 and failing this, in the Cree community in which one of his or her parents is enrolled. The choice of such Cree community in the latter case shall be at the option of the person having the custody in law or in fact of such person, if minor, or at his option if he or she has attained the age of 18.

d) A person born of parents who are members of two different Cree communities shall be enrolled in his or her father's Cree community. Upon attaining the age of majority, such person shall have the right to be enrolled in either Cree community and shall notify the Secretary General as to the

Cree community in which he or she wishes to be enrolled and, failing to do so, he or she shall remain a member of the father's Cree community.

e) A Cree marrying a member of another Cree community may retain membership in his or her Cree community of origin.

f) A person who is enrolled in one of the Cree communities may be admitted as a member of another Cree community with the consent of the latter Cree community. The decision shall be made by a majority of the members of the community who are present at a community meeting called for said purpose and such decision shall be reported in a council resolution and forwarded to the local registry officer.

g) A qualified Cree person within the community shall be appointed as the local registry officer by Québec.

h) Each local registry officer shall keep and maintain the Cree community list and he shall forthwith notify the Secretary General of all changes in the Cree community list necessitating changes in the Cree Register.

i) Each local registry officer may, in addition, be appointed for the registration of acts of civil status and vital statistics in accordance with the appropriate Québec laws.

j) For greater certainty, from the coming into force of Complementary Agreement No. 22, “Cree community” in sub-paragraph 3.5.4 (a) includes the community of Oujé-Bougoumou.

JBNQA, par. 3.5.4
Compl. A. no. 22, sch. 2, s. 2

3.5.5 *(Paragraph deleted)*.

JBNQA, par. 3.5.5
A. corr.
Compl. A. no. 18, sch. 1, s. 13

3.6 Costs

3.6.1 Canada and Québec shall each pay half of the total amount of expenses incurred for the initial enrollment.

3.7 Amendment

3.7.1 The provisions of this Section may only be amended with the consent of Québec, Canada and the interested Native party.

SECTION 3A
Eligibility – Inuit

3A.1 Application

3A.1.1 Section 3 of the Agreement does not apply to Inuit and Section 3A does not apply to Cree.

Compl. A. no. 18, sch. 1, s. 21

3A.1.2 The present Section does not retroactively affect Inuit beneficiaries'rights acquired under Section 3 of the Agreement.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.2 Definitions

For the purposes of this Section, the following definitions apply:

"Associated with an Inuit community" refers to the familial, residential, historical, cultural or social connections a person has with an Inuit community.

"Inuit community" is one of the existing Inuit communities at Kangiqsualujjuaq, Kuujjuaq, Tasiujaq, Aupaluk, Kangirsuk, Quaqtaq, Kangiqsujuaq, Salluit, Ivujivik, Akulivik, Puvirnituq, Inukjuak, Umiujaq, Kuujjuaraapik, Chisasibi, future Inuit communities recognized by Québec, and Killiniq (Port Burwell) for the specific purposes mentioned in the Agreement.

"Secretary General" is the secretary general of the *Registre de la Population du Québec,* now identified as the *Registres des bénéficiaires cris, inuits et naskapis de la Convention de la Baie-James et du Nord québécois et de la Convention du Nord-Est québécois* maintained at the ministère de la Santé et des Services sociaux.

Compl. A. no. 18, sch. 1, s. 21

3A.3 Eligibility

3A.3.1 A person shall be entitled to be enrolled as a beneficiary under the Agreement, subject to paragraphs 3A.3.3 and 3A.3.4, if he or she :

a) is alive,

b) is a Canadian citizen,

c) is an Inuk, as determined in accordance with Inuit customs and traditions,

d) identifies himself or herself as an Inuk, and

e) is associated with an Inuit community.

Compl. A. no. 18, sch. 1, s. 21

3A.3.2 For the purpose of sub-paragraph 3A.3.1 d), the parent or tutor of a person who is unable to identify himself or herself as an Inuk may identify that person as an Inuk.

Compl. A. no. 18, sch. 1, s. 21

3A.3.3 No persons shall be enrolled under the Agreement and at the same time enrolled under any other Canadian aboriginal land claims agreement or treaty. A person enrolled under another Canadian aboriginal land claims agreement or treaty who would be entitled to be enrolled as a beneficiary under the Agreement

may enrol if he or she gives up, for the duration of such enrolment under the Agreement, his or her enrolment under the terms of the other Canadian aboriginal land claims agreement or treaty.

Compl. A. no. 18, sch. 1, s. 21

3A.3.4 Notwithstanding paragraph 3A.3.3, Inuit beneficiaries may be enrolled under other agreements or treaties related to Nunavik Inuit rights, notably those agreements or treaties that may be related to the Nunavik Marine Region surrounding Québec and to Labrador and the Labrador offshore area.

Compl. A. no. 18, sch. 1, s. 21

3A.3.5 The beneficiary status of a person whose entitlement to be enrolled was based on his or her status as the lawful spouse of a beneficiary, prior to the coming into force of the present Section, may be reviewed by the interested Community Enrolment Committee provided for in subsection 3A.6 to determine whether this person meets the eligibility requirements of the present subsection, if there are reasonable grounds to believe that he or she no longer has sufficient connection with an Inuit community in the event of divorce, legal separation, de facto separation or the spouse's death, when any one of such events occurs after the coming into force of the present Section. De facto separation shall be evidenced by an affidavit signed by the spouse or another interested beneficiary attesting to the fact that the spouses have been separated for a period of at least one (1) year.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.4 Nunavik Enrolment Office and Inuit Beneficiaries Register

3A.4.1 A Nunavik Enrolment Office, hereinafter "Enrolment Office", is hereby established under the authority of the Makivik Board of Directors and shall be located at the Makivik Head Office.

Compl. A. no. 18, sch. 1, s. 21

3A.4.2 The functions of the Enrolment Office shall be to:

a) maintain the Inuit beneficiaries register, which includes the *Inuit Beneficiaries List* and the *List of Inuit Beneficiaries Living Outside the Territory for Ten (10) or More Continuous Years*, in accordance with the decisions of the Community Enrolment Committees and of the Nunavik Enrolment Review Committee provided for in subsection 3A.7;

b) conduct elections for designating the Community Enrolment Committee members in each community where an Inuit Landholding Corporation, established by the *Act Respecting the Land Regime in the James Bay and New Québec Territories*, R.S.Q., c. R-13.1, does not exist;

c) receive applications for review and notify the persons appointed to the standing list of members called upon to compose the Nunavik Enrolment Review committee;

d) issue the Inuit beneficiaries register lists in accordance with subsection 3A.9.

Compl. A. no. 18, sch. 1, s. 21

3A.4.3 The Inuit beneficiaries register maintained by the Secretary General shall be transferred to the Enrolment Office. Consequently, the names of beneficiaries enrolled on each of the Inuit beneficiaries register lists maintained by the Secretary General on the date when the transfer occurs, as well as each beneficiary's affiliation to an Inuit community, shall be automatically enrolled on the corresponding Inuit beneficiaries register lists maintained by the Enrolment Office.

Compl. A. no. 18, sch. 1, s. 21

3A.4.4 A beneficiary enrolled on the *Inuit Beneficiaries List* shall be entitled to exercise rights and receive benefits under the Agreement as long as his or her name is enrolled thereon.

Compl. A. no. 18, sch. 1, s. 21

3A.4.5 A beneficiary who has established his or her residence outside the Territory during ten (10) or more continuous years is not entitled to exercise rights or receive benefits under the Agreement and his or her name is transferred to the *List of Inuit Beneficiaries Living Outside the Territory for Ten (10) or More Continuous Years.* Upon such beneficiary re-establishing his or her residence in the Territory, the right of such beneficiary to exercise rights and receive benefits under the Agreement shall revive and his or her name shall be transferred to the *Inuit Beneficiaries List.*

Compl. A. no. 18, sch. 1, s. 21

3.A.4.6 Notwithstanding paragraph 3A.4.5, a beneficiary who has established his or her residence outside the Territory during ten (10) or more continuous years for purposes related to education, health or employment with an organization whose mandate is to promote the welfare of Inuit, shall continue to be entitled to exercise rights and receive benefits under the Agreement.

Compl. A. no. 18, sch. 1, s. 21

3A.4.7 For greater certainty, a beneficiary whose entitlement to exercise rights and receive benefits under the Agreement has been suspended under paragraph 3A.4.5 shall continue to be eligible for federal and provincial government programs and funding as an Inuk, subject to the criteria established from time to time for the application of such programs and to general parliamentary approval of such programs and funding.

Compl. A. no. 18, sch. 1, s. 21

3A.4.8 A beneficiary may at any time decide to discontinue enrolment under the Agreement and, upon reception by the Enrolment Office of that beneficiary's written directions to that effect, his or her name shall be removed from the Inuit beneficiaries register.

Compl. A. no. 18, sch. 1, s. 21

3A.4.9 Without restricting the generality of the foregoing and notwithstanding any other provision in this Section, a person shall not be enrolled at the same time as a Cree beneficiary and as an Inuit beneficiary under the Agreement. Upon attaining the age of majority, a person entitled to be enrolled on both the Cree beneficiaries register and Inuit beneficiaries register shall notify the Secretary General as to the register on which he or she wishes to be enrolled, and failing to do so, the Secretary General shall decide the register on which that person shall be enrolled. The Secretary General shall then forward its decision to the Enrolment Office.

Compl. A. no. 18, sch. 1, s. 21

3A.4.10 The Inuit beneficiaries register lists shall indicate the affiliation of a beneficiary to an Inuit community, as provided for in subsection 3A.5.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.5 Affiliation

3A.5.1 A beneficiary shall be affiliated to the Inuit community in which he or she is accepted for enrolment as a beneficiary. Although a beneficiary may be associated with more than one Inuit community, he or she may not be affiliated to more than one Inuit community concurrently.

Compl. A. no. 18, sch. 1, s. 21

3A.5.2 A beneficiary who is affiliated to an Inuit community may request a change of affiliation and become affiliated to another Inuit community with the consent of the latter's Community Enrolment Committee.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.6 Community Enrolment Committees

3A.6.1 A Community Enrolment Committee is hereby established in each Inuit community.

Compl. A. no. 18, sch. 1, s. 21

3A.6.2 A Community Enrolment Committee shall be composed of not less than three (3) and not more than thirteen (13) beneficiaries.

In each community where an Inuit Landholding Corporation exists, the Corporation's Board of Directors and one (1) Elder affiliated to the community shall compose the Community Enrolment Committee. The Elder shall be appointed for a two (2) year term by the Inuit Landholding Corporation, such term being renewable.

In each community where an Inuit Landholding Corporation does not exist, the Enrolment Office shall conduct elections for designating the Community Enrolment Committee members. The members shall be elected for a two (2) year term by the Inuit beneficiaries affiliated to those communities, such term being renewable.

Compl. A. no. 18, sch. 1, s. 21

3A.6.3 The functions of a Community Enrolment Committee shall be to:

a) decide whether a person applying for enrolment as a beneficiary under the Agreement meets each of the eligibility requirements of sub-paragraphs a), b), c) and d) of paragraph 3A.3.1 and is associated with the Committee's Inuit community in accordance with sub-paragraph e) of paragraph 3A.3.1. If the person meets these requirements, the Community Enrolment Committee shall affiliate the person to the Committee's Inuit community;

b) decide, upon its own motion, whether the name of a beneficiary affiliated to the Committee's Inuit community should be removed from the Inuit beneficiaries register, as a consequence of that person no longer meeting the eligibility requirements of sub-paragraphs a) or b) of paragraph 3A.3.1;

c) decide, upon its own motion or upon the request of a beneficiary, whether a person affiliated to the Committee's Inuit community is subject to paragraph 3A.3.5 and, as the case may be, decide whether the person meets the eligibility requirements of subsection 3A.3;

d) decide, upon the request of a beneficiary affiliated to another Inuit community, whether the beneficiary may become affiliated to the Committee's Inuit community;

e) decide, upon its own motion, whether a beneficiary affiliated to the Committee's Inuit community has established his or her residence outside the Territory during ten (10) or more continuous years for purposes other than those referred to in paragraph 3A.4.6;

f) decide, upon the request of a beneficiary affiliated to the Committee's Inuit community, whether the beneficiary has re-established his or her residence in the Territory;

g) notify the Enrolment Office of its decisions without delay.

Compl. A. no. 18, sch. 1, s. 21

3A.6.4 Community Enrolment Committee decisions shall be taken by a majority.

Compl. A. no. 18, sch. 1, s. 21

3A.6.5 No persons shall present an application for enrolment as a beneficiary under the Agreement or an application for a change of affiliation to more than one Community Enrolment Committee concurrently. If an application for enrolment or an application for a change of affiliation is refused, the person who had presented the application may apply to another Community Enrolment Committee in one of the following cases:

a) a period of twelve (12) months from the date of the first Community Enrolment Committee's decision has expired;

b) the person has renounced his or her right to apply for review of the first Community Enrolment Committee's decision;

c) the Nunavik Enrolment Review Committee has maintained the first Community Enrolment Committee's decision refusing the application for enrolment or the application for a change of affiliation.

Compl. A. no. 18, sch. 1, s. 21

3A.6.6 No proceedings may be brought against a Community Enrolment Committee member for acts performed in good faith in the exercise of his or her functions.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.7 Nunavik Enrolment Review Committee

3A.7.1 A Nunavik Enrolment Review Committee, hereinafter "Review Committee", is hereby established.

Compl. A. no. 18, sch. 1, s. 21

3A.7.2 A standing list of members called upon to compose the Review Committee shall be established. To this effect, the Makivik Board of Directors shall appoint two (2) beneficiaries from each of the three following regions: the Ungava region, the Hudson Straight region and the Hudson region.

Compl. A. no. 18, sch. 1, s. 21

3A.7.3 In no case may a member of a Community Enrolment Committee be appointed to the standing list.

Compl. A. no. 18, sch. 1, s. 21

3A.7.4 The members of the standing list shall be appointed for a three (3) year term, such term being renewable.

Compl. A. no. 18, sch. 1, s. 21

3A.7.5 The term of office of a member of the standing list may terminate prematurely only if he or she resigns or is removed from office for cause by the Makivik Board of Directors.

Compl. A. no. 18, sch. 1, s. 21

3A.7.6 When notified by the Enrolment Office of an application for review, the members of the standing list shall, by a majority of votes, appoint from among themselves three (3) members to compose the Review Committee. The members so appointed must represent each of the three regions referred to in paragraph 3A.7.2.

Compl. A. no. 18, sch. 1, s. 21

3A.7.7 The functions of the Review Committee shall be to:

a) decide upon any application for review presented by a person applying for enrolment as a beneficiary under the Agreement, following a decision of a Community Enrolment Committee to refuse enrolment. If the Review Committee decides that the person meets the eligibility requirements of sub-paragraphs a), b), c) and d) of paragraph 3A.3.1 and is associated with the Community Enrolment Committee's Inuit community in accordance with sub-paragraph e) of paragraph 3A.3.1, it shall affiliate the person to the Committee's Inuit community;

b) decide upon any application for review presented by a person, following a decision by a Community Enrolment Committee to remove that person's name from the Inuit beneficiaries register;

c) decide upon any application for review presented by a beneficiary who had requested, pursuant to sub-paragraph 3A.6.3 c), that the name of another beneficiary be removed from the Inuit beneficiaries register, following a refusal by a Community Enrolment Committee to remove the name;

d) decide upon any application for review presented by a beneficiary, following a decision of a Community Enrolment Committee to refuse his or her request for affiliation to the Committee's Inuit community;

e) decide upon any application for review presented by a beneficiary, following a decision of a Community Enrolment Committee that the beneficiary has established his or her residence outside the Territory during ten (10) or more continuous years for purposes other than those referred to in paragraph 3A.4.6;

f) decide upon any application for review presented by a beneficiary, following a refusal by a Community Enrolment Committee to acknowledge that the beneficiary has re-established his or her residence in the Territory;

g) notify the Enrolment Office of its decisions without delay.

Compl. A. no. 18, sch. 1, s. 21

3A.7.8 During the review process, the Review Committee may allow further evidence.

Compl. A. no. 18, sch. 1, s. 21

3A.7.9 The quorum of the Review Committee shall be three (3) members and decisions shall be taken by a majority.

Compl. A. no. 18, sch. 1, s. 21

3A.7.10 Applications for review must be presented to the Enrolment Office within twelve (12) months of the date of the Community Enrolment Committee's decision.

Compl. A. no. 18, sch. 1, s. 21

3A.7.11 Every decision of the Review Committee is final and binding.

Compl. A. no. 18, sch. 1, s. 21

3A.7.12 No proceedings may be brought against a Review Committee member for acts performed in good faith in the exercise of his or her functions.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no 18, sch. 1, s. 21

3A.8 Community Enrolment Committees and Review Committee Proceedings

3A.8.1 Subject to paragraphs 3A.8.2 to 3A.8.4, the Community Enrolment Committees and the Review Committee shall establish rules for conducting proceedings.

Compl. A. no. 18, sch. 1, s. 21

3A.8.2 Prior to making any decision, the Community Enrolment Committees and the Review Committee shall allow directly interested parties an opportunity to make representations.

Compl. A. no. 18, sch. 1, s. 21

3A.8.3 The Community Enrolment Committees and the Review Committee shall give directly interested parties written reasons for each decision within a reasonable time.

Compl. A. no. 18, sch. 1, s. 21

3A.8.4 All proceedings of the Community Enrolment Committees and the Review Committee shall be in Inuttitut and, at the request of a member of a Committee or of a directly interested party, in French or in English.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.9 Publication of the Inuit Beneficiaries Register Lists

3A.9.1 Subject to the Federal and Québec laws concerning privacy of information, the Enrolment Office shall make the Inuit beneficiaries register lists available to the public for consultation purposes without charge.

Compl. A. no. 18, sch. 1, s. 21

3A.9.2 A free copy of the Inuit beneficiaries register lists shall be supplied annually and at any other time upon request to the Government of Québec and the Government of Canada.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

3A.10 Amendments

3A.10.1 The provisions of this Section may only be amended with the consent of Québec, Canada and the interested Native party.

Compl. A. no. 18, sch. 1, s. 21

3A.10.2 Legislation enacted to implement the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of its jurisdiction, and by Parliament in matters of federal jurisdiction.

Compl. A. no. 18, sch. 1, s. 21

Compl. A. no. 18, sch. 1, s. 21

SECTION 4

Preliminary Territorial Descriptions

In the case of inconsistency between the French and English texts, the French text will have priority in both the preliminary and final territorial descriptions.

The English system of measures is used to indicate distances in the following descriptions.

The distances and the areas delimited by the following descriptions are approximate.

It is understood that the following territorial descriptions for Category I lands are preliminary in the sense that they will be defined precisely within a period of approximately three (3) years by a written and cartographic description based upon technical surveys on the ground and upon cartography at a scale of 1:50,000 or larger.

The preliminary territorial descriptions hereto attached as Annex I to this Section only describe external limits and do not take into account enclaves of Category III lands which may exist within Category I and II lands.

Category IA lands are those lands in the description of Category I lands which do not fall within the description of Category IB and IB special lands.

It is understood that the areas of certain enclaves of Category III lands within Category I and II lands may be excluded from the areas calculated for Category I and II lands with the mutual consent of the James Bay Crees, Québec and, in the case of Category IA lands, Canada.

Unless otherwise provided in the following preliminary territorial descriptions, when 50% or more of the area of a lake falls within the description of Category I or II lands, the lake is to be considered Category I or II and its area is to be included in the calculation of areas for Category I or II land, as the case may be.

The areas of Category IB lands in the following descriptions include sixty three decimal three square miles (63.3 sq. m.) for the non-status Crees of James Bay and seventeen decimal four tenths square miles (17.4 sq. m.) for the Inuit of Fort George.

It is understood that the James Bay Crees shall have a right to the land areas indicated at the end of the territorial description for each community, totalling two thousand one hundred and forty decimal six square miles (2,140.6 sq. m.) for Category I lands, of which one thousand two hundred and seventy four square miles (1,274 sq. m.) shall be Category IA. Similarly, the James Bay Crees shall have a right to twenty four thousand eight hundred and ninety-nine square miles (24,899 sq. m.) of Category II lands south of the 55th parallel north.

(Paragraph deleted)

The preliminary territorial descriptions for Category I and II lands have been accepted by all the parties to this agreement. However, the parties have agreed that the descriptions may be modified subsequently with the mutual consent of the parties to take into account such modifications as may be agreed to by the parties, and to ensure that the territorial descriptions correspond to the land areas provided herein for Category I and II lands.

Such modifications will take into account the precision of existing cartographic and survey techniques.

Revised territorial descriptions for Category I lands must be agreed upon prior to the commencement of ground survey, and the revised territorial descriptions for Category II lands shall be authoritative.

The portions of the La Grande, Eastmain and Rupert rivers bounded to the north by Category IB special and to the south by Category IA form part of Category II lands. Rivers, and islands within rivers, situated within Category II lands form part of Category II lands. Waterbodies, and islands within such waterbodies, which fall within Category I lands form part of Category I lands. In front of Category I and II lands, the intertidal zone forms part of Category II and is included in the calculation of land areas for Category II. In front of Category III lands, the intertidal zone is Category III. Unless otherwise agreed upon, the two hundred foot

(200 feet) corridors described in the territorial descriptions between the high-water mark of major waterbodies and the limits of Category I lands form part of Category II lands.

Notwithstanding the cartographic descriptions for the Category IA lands, Category IB lands, special Category IB lands and Category II lands for Fort George shown on the attached maps, the cartographic descriptions for the said lands for Fort George are those shown on the maps attached as Schedules 1 and 2 to Annex 1 of this Section, which schedules form part of this Section.

The preliminary territorial descriptions of Category I and II lands for the Crees of Oujé-Bougoumou are set out in Schedule 6 to Complementary Agreement No. 22, subject to the provisions of section 7 thereof.

For greater certainty, for the purposes of Section 11B, Oujé-Bougoumou Category II lands are described in the present Section 4.

JBNQA, s. 4
A. corr.
Compl. A. no. 3, ss. 1 and 2
Compl. A. no. 22, sch. 1, s. 2

Annex 1
Territorial description

1. Fort Rupert

1.1 Category I

A territory situated south of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at the point of intersection of the line south of the forebay of Dam R2 and of meridian 78° 29' west; in a direction due south, up to the point of intersection of latitude 51° 18' 30" north; in a direction due west, a distance of forty-seven thousand feet (47 000 ft.); in a direction due south, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) north of the north shore of the Nottaway River; in a general direction northwest, north and northeast, a line parallel to the high-water mark of the Nottaway River and Rupert Bay and situated two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated one mile (1 mi.) to the southwest of the centre of Fort Rupert's community; in a direction northwest, a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of Rupert River; in a general direction northeast and east, the high-water mark of Rupert River on a distance of two miles (2 mi.); in a direction south, a distance of two hundred feet (200 ft.); in a general direction east, a parallel line and two hundred feet (200 ft.) away towards the hinterland from the high-water mark of the south shore of Rupert River up to the tailwater of Dam R1; in a direction south, a straight line up to the point of intersection of the southern limit of the forebay of the aforesaid dam; in a general direction southeast, the southern limit of the forebay of the aforesaid dam up to the tailwater of Dam R2; in a direction southwest, a straight line up to the point of intersection of the line southern limit of forebay of Dam R2; in a general direction southeast, the forebay limit of the dam referred to above up to the point of commencement.”

1.2 Special Category IB

A territory situated north of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at the point of intersection of meridian 78° 43' west with a line situated at two hundred feet (200 ft.) north of the high-water mark of the north shore of Rupert River; in a direction due north, a distance of twenty-three thousand feet (23 000 ft.); in a direction due west, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) away, towards the hinterland, from the high-water mark of Rupert Bay; in a general direction south and east, a line parallel to the high-water mark of Rupert Bay and of Rupert River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement.”

These territories in Categories I and IB Special cover an area of three hundred and three square miles (303 sq. mi.) including the six square miles (6 sq. mi.) for the non-status Crees.

1.3 Category IB

Category IB lands cover an area of eighty-nine decimal six square miles (89.6 sq. mi.), and are situated south of the Broadback River; the boundary north is close to latitude 51° 16" approximatively; the east, south and west boundaries are the boundaries the outlined in the territorial description of Category I lands mentioned above; this area excludes the twenty-four decimal three square miles (24.3 sq. mi.) of Special Category IB lands situated north of Rupert River.

1.4 Category II

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of meridian 78° 43' west with the high-water mark of the north shore of Rupert River; in a direction due north, a distance of twenty-three thousand two hundred feet (23 200 ft.); in a direction due west, a straight line up to the point of intersection of the low-water mark of the coast of Rupert Bay; in a direction generally northeast, the said low water mark up to the point of latitude 51° 40' north; in a direction due east, a straight line up to the point of intersection of meridian 78° 45' west; in a direction due south, a distance of one thousand feet (1 000 ft.); in a direction due east, a straight line up to the point of intersection of a line parallel to the LG 2 – Matagami Road and situated four miles (4 mi.) west of the latter; in a general direction south and southwest, the said line to the point of intersection with the north shore of the Broadback River; the said north shore of the Broadback River up to the point of latitude 51° 08' north; in a direction due west, a distance of twenty-one thousand feet (2 100 ft.); in a direction due south, a distance of thirty-seven thousand feet (37 000 ft.); in a direction due west, a straight line up to the intersection point of meridian 78° 00' west; in a direction due south, a distance of one hundred and sixty thousand feet (160 000 ft.); in a direction due west, a straight line up to the point of intersection of meridian 78° 52' 30" west; in a direction due north, an estimated distance of one hundred and forty thousand feet (140 000 ft.), namely, up to the intersection of the high-water mark of the south shore of the Missisicabi River; in a general direction west-northwest, the high-water mark of the north shore of the said river up to the point of intersection of meridian 79° 17' west; in a direction due north, a straight line up to the intersection of the high-water mark of the east shore of the Novide River at the point where it empties in Cabbage Willows Bay; in a general direction northeast, east and south, following the eastern shore of the Novide River, the low-water mark of the south shore of Cabbage Willows Bay and the low-water mark of the south shore of Rupert Bay and the Nottaway River up to the point of intersection of latitude 51° 21' north; in a direction due east, a straight line up to the point of intersection of a line parallel to the high-water mark of the east shore of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southeast, a line parallel to the high-water mark of the northeast shore of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the meridian situated forty-seven thousand feet (47 000 ft.) west of meridian 78° 29' west; northward, up to the point of intersection of latitude 51° 18' 30" north; in a direction due east, a distance of forty-seven thousand feet (47 000 ft.); in a direction due north, a straight line up to the point of intersection of the southern boundary of the forebay of Dam R2, in a general direction northwest, the southwest boundary of the forebay of the aforesaid dam, the southwest boundary of the tailwater of the aforesaid dam, the southwest boundary of the forebay of Dam R1, the southwest boundary of the tailwater of the aforesaid dam, a line parallel to the high-water mark of the south shore of Rupert River, and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of meridian 78° 43' west; in a direction due north, a straight line up to the point of commencement."

The strip of land between a line parallel to and distant two hundred feet (200 ft.) from the high-water mark of the south bank of the Rupert River and the fore-bay limits described in the preceding description of Category I lands will be Category I until the decision is taken to proceed with the construction of the works of the NBR complex at this location.

The portion of the Broadback River situated within Category I lands and a corridor of two hundred feet (200 ft.) on each side of the river measured from the high-water mark will be Category II.

This territory of Category II covers an area of three thousand nine hundred and forty-seven square miles (3 947 sq. mi.).

2. Eastmain

2.1 Category I

A territory situated to the south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, with latitude 52° 09' 20" north; in a general direction north and east, the said line situated on the mainland, parallel to the high-water mark of James Bay and, then, of the south shore of the Eastmain River up to a point situated one mile (1 mi.) from the centre of the Eastmain community; in a direction north a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of the Eastmain River; in a general direction east, the high-water mark of the Eastmain River on a distance of two miles (2 mi.); in a direction south, a distance of two hundred feet (200 ft.); in a general direction east, a line parallel to the high-water mark of the Eastmain River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of intersection of meridian 77° 55' 30" west; in a direction due south, a straight line up to the point of latitude 52° 04' 20" north; in a direction due west, a distance of fifty-five thousand feet (55 000 ft.); in a direction due north, a straight line up to the point of latitude 52° 09' 20" north; in a direction due west, a straight line up to the point of commencement.”

2.2 Special Category IB

A territory situated to the north of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

“Commencing at the point of intersection of a line parallel to the high-water mark of the north shore of the Eastmain River and two hundred feet (200 ft.) form the latter towards the hinterland, and of meridian 78° 23' west; in a direction due north, a distance of twelve thousand five hundred feet (12 500 ft.); in a direction north 49° 00' west, a distance of twenty-four thousand five hundred feet (24 500 ft.); in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest, south and east, the said line parallel to the high-water mark of James Bay and of the north shore of the Eastmain River up to the point of commencement.”

These Categories I and IB Special lands cover an area of one hundred and eighty-nine square miles (189 sq. mi.).

2.3 Category IB

These Category IB lands comprise an area of one hundred and four decimal thirty-four square miles (104.34 sq. mi) and are situated in the south part of Category I lands, as described above; the north boundary of this territory is a straight line closeto parallel 52° 11' north; the boundaries east, south and west are the boundaries described in the territorial description of Category I lands already mentioned; this area excludes the twenty-four decimal nine square miles (24.9 sq. mi.) of Category IB Special lands situated north of Eastmain River.

2.4 Category II

A territory, situated to the north and south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

“Commencing at the point of intersection of the high-water mark of the north shore of the Eastmain River with meridian 78° 23' west; in a direction due north, a distance of twelve thousand five hundred feet (12 500 ft.); in a direction north 49° 00' west, a distance of twenty-four thousand five hundred feet (24 500 ft.); in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay; in a general direction north, the said low-water mark of James Bay to the point of latitude 52° 28' 40" north; in a direction due east, a distance of approximately ninety thousand feet (90 000 ft.), namely, up to the point of intersection of the high-water mark of the southwest extremity of an unnamed lake the geocentrical coordinates of which are 78° 05' west and 52° 30' north; in a general direction north, east and south, the said high-water mark up to the point of latitude 52° 30' north; in a direction due east, a distance of approximately one hundred and

thirty thousand feet (130 000 ft.), namely, up to the meridian 77° 28' 40" west; in a direction due south, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of the high-water mark of Duxbury Lake; the said high-water mark up to a point of intersection of a line parallel to the Matagami – LG 2 Road and four miles (4 mi.) away from the latter towards the west; (Lake Duxbury being excluded from the territory presently described); in a general direction southeast, south and southwest, the said line parallel to the Matagami – LG 2 Road and four miles (4 mi.) away from the latter towards the west up to the point parallel 51° 58' 40" north; in a direction due west, a distance of approximately one hundred and seventy thousand feet (170 000 ft.), namely, up to the point situated at a distance of fifty-five thousand feet (55 000 ft.), west of meridian 77° 55' 30" west; in a direction due north a straight line up to the point of latitude 52° 04' 20" north; in a direction due east, an approximate distance of fifty-five thousand feet (55 000 ft.); in a direction due north, a straight line up to the point of intersection of a line situated at two hundred feet (200 ft.) south of the high-water mark of the south shore of the Eastmain River; in a general direction west, the said line situated two hundred feet (200 ft.) south of the high-water mark of the south shore of the Eastmain River up to the point of intersection of meridian 78° 23' west; in a direction due north, a straight line up to the point of commencement."

This territory of Category II covers an area of one thousand three hundred and eighty-four square miles (1 384 sq. mi.).

3. Nouveau Comptoir (Paint Hills, Wemindji)

3.1 Category I

A territory situated northwest of the Sabascunica River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to the high-water mark of the north shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter towards the hinterland, with meridian 78° 31' 20" west; in a direction due north, a distance of forty thousand feet (40 000 ft.); in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, southeast, southwest and southeast, the said line parallel to the high-water mark of James Bay and Paint Hills Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated two hundred feet (200 ft.) from the mouth of the Sabascunica River; in a general direction north and northeast, a line parallel to the high-water mark of the northwest shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement."

This territory of Category I covers an area of one hundred and ninety-eight square miles (198 sq. mi.).

3.2 Category IB

Category IB lands cover an area of seventy-one decimal nine square miles (71.9 sq. mi.) and are situated in the south and east part of Category I lands described above; the north boundary of this territory is a straight line the coordinates of which are approximately 78° 31' 0" west and 53° 00' north initially; in a direction due west, a distance of thirty thousand feet (30 000 ft.); in a direction due south, a distance of fifteen thousand feet (15 000 ft.); in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.) up to a point situated two hundred feet (200 ft.) east of the high-water mark of James Bay; the boundaries east, south and west are the boundaries outlined in the territorial description of Category I described above.

3.3 Category II

A territory comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

“Commencing at the point of intersection of the high-water mark of the north shore of the Sabascunica River with meridian 78° 31' 20" west; in a direction due north, a distance of forty thousand two hundred feet (40 200 ft.); in a direction due west, a distance of forty-three thousand feet (43 000 ft.); in a direction due north, a distance of seventy-five thousand feet (75 000 ft.); in a direction due east, a distance of ninety-four thousand feet (94 000 ft.); in a direction due north 75° 00' east, a distance of one hundred thousand feet (100 000 ft.); in a direction due east, a straight line up to the point of intersection of a line parallel to the Matagami – LG 2 Road and four miles (4 mi.) away from the latter towards the west; in a general direction south, the said line parallel to the Matagami – LG 2 Road and four miles (4 mi.) away from the latter towards the west and following the high-water mark of the west shore of an unnamed lake, the geocentrical coordinates of which are 77° 36' west and 53° 21' north, and west the shore of Lake Yasinski and Lake McNab, the said line up to a point of latitude 52° 33' north; in a direction due west, a straight line of approximately two hundred and thirty-five thousand feet (235 000 ft.) up to the point of intersection of meridian 78° 30' west; in a direction due north, a distance of twenty-two thousand feet (22 000 ft.); in a direction due west, a straight line up to the point of intersection of the high-water mark of the south shore of the Vieux Comptoir River; in a general direction due west, the said high-water mark of the south shore of the Vieux Comptoir River up to the point of latitude 52° 35' 40" north; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay; in a general direction north, the said low-water mark of James Bay and Moar Bay up to a point situated on a line parallel to the north and northwest shore of the Sabascunica River and two hundred feet (200 ft.) away from the latter inland; the said line to the point of intersection with meridian 78° 31' 20" west, namely, to the point of commencement.”

This territory of Category II covers an area of two thousand six hundred and thirty-four square miles (2 634 sq. mi.).

4. Fort George

4.1 Category IA lands

A territory situated south of La Grande River, east of James Bay, bounded to the east by Category IB lands, and to the south by an unnamed river the mouth of which is in “Dead Duck” bay, shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries as follows:

“Commencing at a point formed by the intersection of meridian 78° 30' 46" west with a line parallel to elevation 108 and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there in a direction due south for a distance of approximately sixty-nine thousand feet (69,000 ft. or 21,031 m) until the line of the high water mark of the north shore of an unnamed river the mouth of which is in Dead Duck bay; in a general direction west, by following the high water mark of the north shore of this river until it meets with a line parallel to the high water mark of James Bay at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; in a general direction north, east and southeast by following that said line parallel to the line of the high water mark of James Bay and a line parallel to the high water mark of the south shore of La Grande River and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland until it meets a point situated one mile (1.0 mi or 1.61 km) north-west of the center of the site of the proposed village of Fort George; toward the north-east a distance of two hundred feet (200 ft or 60.96 m) until it meets with the line of the highwater mark of the south shore of La Grande River; from there in a general direction southeast following this line of the highwater mark for a distance of two miles (2 mi or 3.22 km); toward the southwest for a distance of two hundred feet (200 ft or 60.96 m) until it meets with a line parallel to the line of the high water mark of the south shore of La Grande River at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland; from there in a general direction southeast and east following the said line parallel to the high water mark of the south shore of La Grande River at a distance from

the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland, until Block La Chesnay (proposed) at meridian 78° 36' 20" west; in a direction south 1° 50' west for a distance of one thousand nine hundred feet (1,900 ft or 579.1 m); in a direction south 40° 55' east for a distance of four thousand seven hundred and fifty feet (4,750 ft or 1,447.8 m); in a direction south 88° 10' east for a distance of nine thousand eight hundred feet (9,800 ft or 2,987 m); in a direction north 1° 50' east for a distance of approximately three thousand feet (3,000 ft or 914.4 m) until it meets with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland; in a general direction east by following the said line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland until meridian 78° 30' 46" west at the point of commencement".

Along James Bay, Walrus Point may be included in Category IA lands if the said Walrus Point is part of the mainland.

Category IA lands shall include that part of l'Ile du Gouverneur within the highwater mark of La Grande River (known also as Fort George island) where the Fort George village is located. If the Fort George village is relocated, the parties agree that this island shall nevertheless remain Category IA lands, subject to a prohibition to maintain or re-establish a community, and community facilities, services and structures on the said island. Such prohibition to build such facilities, services or structures of any nature shall constitute a servitude in favour of the parties hereto other than the native parties. Notwithstanding the above, such prohibition shall not apply to the existing Catholic cemetary and to the existing Anglican cemetary and the adjacent old Anglican church.

There is subtracted from this area of land hereinabove described a corridor of two hundred and forty feet (240 ft. or 73.15 m) in width for a power transmission line starting from Block La Chesnay (proposed) to the eastern limits of said area of land, and a right of way of one hundred and fifty feet (150 ft. or 45.72 m) in width for the road leading to Fort George and LG 2, and a corridor of five hundred feet (500 ft. or 152.4 m) in width situated along both sides of the right of way of this road, as well as a right of way of one hundred and fifty feet (150 ft. or 45.72 m) for an access road to Block La Chesnay (proposed). The corridor for the power transmission line and the rights of way for the roads are Category III lands and the five hundred feet (500 ft. or 152.4 m) corridors situated along both sides of the right of way of the Fort George to LG 2 road are Category II lands.

The Category IA lands, including l'île du Gouverneur, but excluding the corridors and rights of way hereinabove described, cover an area of three hundred and twelve decimal five square miles (312.5 sq. mi. or 809.38 sq. km).

4.2 Special Category IB lands

A territory situated north of La Grande River, at the eastern limit of James Bay shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries as follows:

"Commencing at a point formed by the intersection of parallel of latitude 53° 53' 25" north with a line parallel to the line of the high-water mark of the eastern shore of James Bay and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there in a direction south 32° 14' east for a distance of forty-five thousand feet (45,000 ft. or 13,716 m); in a direction south 57° 46' west for a distance of approximately five thousand feet (5,000 ft. or 1,524 m) until it meets with a line parallel to the line of the high-water mark of the north-east shore of La Grande River and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; in a general direction north-west, west, north and east, the said line parallel to the line of the high-water mark of the north-east shore of La Grande River as well as the eastern

shore of James Bay and at a distance therefrom of two hundred feet (200 ft. or 60.96 m) toward the hinterland, until parallel of latitude 53° 53' 25" up to the point of commencement".

The Special Category IB lands cover an area of twenty-four decimal five square miles (24.5 sq. mi. or 63.46 sq. km).

4.3 Category IB lands

Category IB lands cover an area of one hundred and eighty-five decimal ninety-five square miles (185.95 sq. mi. or 481.8 sq. km) from which is deducted an area of seventeen decimal four square miles (17.4 sq. mi. or 45.1 sq. km) which shall be Category I lands for the Inuit as described in sub-paragraph 4.3.2 hereof and the remaining Category IB lands are described in sub-paragraph 4.3.1 hereof as Category IB lands.

4.3.1 Category IB lands for the Crees

The lands situated south of La Grande River north of an unnamed river having its mouth in Dead Duck bay and bounded to the west by Category IA lands hereinabove described shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point formed by the intersection of meridian 78° 30' 46" west with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland; from there by following in a general direction east this line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland until meridian 78° 09' 14" west; in a direction due south for a distance of forty-six thousand eight hundred feet (46,800 ft. or 14,264.6 m) approximately until parallel of latitude 53° 36' 06" north; in a direction due west for a distance of twenty-two thousand and ten feet (22,010 ft. or 6,708.6 m) until approximately meridian 78° 15' 19" west, in a direction due south for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m) approximately until parallel of latitude 53° 32' 30" north, in a direction due west for a distance of approximately thirty-two thousand eight hundred feet (32,800 ft. or 9,601.2 m) until the line of the high-water mark of the north shore of the unnamed river having its mouth in Dead Duck bay; from there by following in a general direction west the line of the high-water mark of the north shore of the said river until meridian 78° 30' 46" west; in a direction due north of a distance of approximately sixty-nine thousand feet (69,000 ft. or 21,336 m) until it meets with a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland, this point being the point of commencement".

Of this block of lands hereinabove described, there must be subtracted a corridor of two hundred and forty feet (240 ft. or 73.15 m) in width for the passage of a power transmission line starting from Block La Chesnay (proposed) and a right of way of one hundred and fifty feet (150 ft. or 45.72 m) wide for the road leading to Fort George and LG 2, as well as a corridor of five hundred feet (500 ft. or 152.4 m) wide along each side of the right of way for this road. The right of way for the road and the corridor for the transmission lines are Category III lands and the corridors of five hundred feet (500 ft. or 152.4 m) along each side of the right of way for the road are Category II lands.

These Category IB lands excluding the corridors and rights of way hereinabove described cover an area of one hundred and sixty-eight and six tenths square miles (168.6 mi^2 or 436.7 km^2).

4.3.2 Category I lands for the Inuit

A territory bounded to the north and to the west by Category IB lands for the Crees hereinabove described, shown on the preliminary maps, which are not based upon technical surveys and which are attached as Schedule 1 to this annex, and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at a point situated on meridian 78° 09' 14" west, forty-seven thousand feet (47,000 ft. or 14,325.6 m) south of La Grande River at elevation 108; from there in a direction south for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m) approximately until parallel of latitude 53° 32' 30" north; in a direction west for a distance of twenty-two thousand and forty feet (22,040 ft. or 6,717.8 m), in a direction north for a distance of twenty-two thousand and twenty-five feet (22,025 ft. or 6,713.2 m), in a direction east for a distance of approximately twenty-two thousand and ten feet (22,010 ft. or 6,708.6 m) until the point of commencement”.

The small unnamed lake situated at the south-east corner of Category I lands for the Inuit, of which the geocentric coordinates are 53° 32' 35" north and 78° 09' 20" west, may be included in Category I lands for the Inuit if more than 50 % of its surface falls within Category I lands for the Inuit as a result of boundary adjustments for the purpose of surveys, and provided that the total area of Category I lands for the Inuit remains seventeen decimal four square miles (17.4 mi^2 or 45.1 km^2).

4.4 Category II

A territory extending north and south of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at the point of intersection of latitude 53° 33' 40" north and of the low-water mark of James Bay southwest of Dead Duck Bay; in a direction due south 41° 30' east, a distance of seventy-four thousand feet (74 000 ft.); in a direction due south, a distance of eight thousand feet (8 000 ft.); in a direction due east, an approximate distance of one hundred and forty thousand feet (140 000 ft.) up to the intersection of meridian 78° 12' west; in a direction due north, a distance of one hundred and fifty-two thousand feet (152 000 ft.); in a direction due east, a distance of forty-three thousand feet (43 000 ft.); in a direction due north, a distance of seventeen thousand feet (17 000 ft.); in a direction due east, an approximative distance of sixty-three thousand feet (63 000 ft.), namely, up to a point situated four miles (4 mi.) from the projected road; in a general direction north, a line parallel to the projected road and four miles (4 mi.) away from the latter towards the west, a distance of about twenty thousand feet (20 000 ft.); in a direction due east of approximately one hundred and sixty thousand feet (160 000 ft.); in a direction due north 45° 00' east, a distance of approximately one hundred thousand feet (100 000 ft.); in a direction due north, a distance of approximately one hundred and ninety thousand feet (190 000 ft.); in a direction due west, a distance of approximately two hundred and thirty-six thousand feet (236 000 ft.); in a direction due north, a distance of approximately ninety-one thousand feet (91 000 ft.); namely, up to latitude 54° 54' 10" north; in a direction due west, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to meridian 78° 42' west; in a direction due south 60° 30' west, a distance of approximately one hundred and sixty thousand feet (160 000 ft.); in a direction due south, approximately one hundred and six thousand feet (106 000 ft.), namely, to latitude 54° 24' 30" north; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay (Roggan River); in a general direction southeast and south, the low-water line of James Bay to the extension to the west of the north limit of special Category IB lands described above; thereafter, following the north and east limits of special Category IB lands, and the north, east and south limits of Category I lands described above and the extension towards the low water mark of Dead Duck Bay; in a direction generally southwest and northwest, following the low water mark of Dead Duck Bay to point of commencement.

It is understood by the parties that an eight mile corridor (8 mi.) will be chosen within Category II lands to extend the Matagami – LG 2 Road in order to reach Poste-de-la-Baleine; this corridor shall become Category III and the area of these lands shall be replaced by an equal area and situated to the east of the Category II lands.

This Category II territory covers en area of six thousand three hundred and five square miles (6 305 sq. mi.).

It is understood that the north boundary of Category II lands could be modified by common agreement to follow the shore south of the Vauquelin River as well as the south shore of Roggan River.

Notwithstanding the above description, these Category II lands do not include the areas of lands shown on the preliminary maps which are attached as Schedule 1 to this annex and identified and described as follows, which lands are Category III lands:

i) Block La Chesnay (proposed) which is described as follows:

"Commencing at a point formed by the intersection of meridian 78° 36' 20" west and a line parallel to the line of the high-water mark of the south shore of La Grande River and at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland in a direction south 1° 50' west for a distance of one thousand nine hundred feet (1,900 ft or 579.1 m); in a direction south 40° 55' east for a distance of four thousand seven hundred and fifty feet (4,750 ft or 1,447.8 m); in a direction south 88° 10' east for a distance of nine thousand eight hundred feet (9,800 ft or 2,987 m); in a direction north 1° 50' east for a distance of approximately three thousand feet (3,000 ft or 914.4 m) until it meets a line parallel to elevation 108 and at a distance from the latter of two hundred feet (200 ft. or 60.96 m) toward the hinterland, this point of intersection is hereinafter called "Point A"."

From the point of commencement hereinabove described, that is a point formed by the intersection of meridian 78° 36' 20" west and a line parallel to the line of the high-water mark of the south shore of La Grande River and at a distance from the latter of two hundred feet (200 ft or 60.96 m) in a direction north 1° 50' east for a distance of nine thousand three hundred feet (9,300 ft or 2,834.6 m); in a direction south 88° 10' east for a distance of fifteen thousand two hundred feet (15,200 ft or 4,633. m); in a direction south 1° 50' west for a distance of approximately twelve thousand feet (12,000 ft. or 3,657.6 m) until it meets with a line parallel to elevation 108 at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland on the south shore, in a general direction west, following the said line parallel to elevation 108 at a distance from the latter of two hundred feet (200 ft or 60.96 m) toward the hinterland for a distance of approximately two thousand feet (2,000 ft or 609.6 m) until Point A hereinabove described";

ii) an area of lands located between the north shore of La Grande River and elevation 108, such lands being limited to the east by the eastern limit of Category II lands and to the west by Block La Chesnay (proposed);

iii) an area of lands located between the south shore of La Grande River and elevation 108, such lands being limited to the east by the eastern limit of Category II lands or Category IB lands, whichever is further east, and to the west by Block La Chesnay (proposed).

The parties specially agree that the portion of La Grande River that is east of Block La Chesnay (proposed) forms part of Category III lands and the portion of La Grande River that is west of Block La Chesnay (proposed) and the islands therein west of the said Block form part of Category II lands.

Category II lands are shown on a preliminary map which is attached as Schedule 2 to this annex.

5. Mistassini

5.1 Category I

A territory situated to the south and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

5.1.1 *Part One*

This territory includes part of the O'Sullivan, Plamondon, La Vallière and Duquet Townships.

"Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan Township and fifteen

thousand feet (15 000 ft.) away from the latter towards the west; in a direction due south, a distance of fifteen thousand five hundred feet (15 500 ft.); in a direction due west, a distance of twenty-five thousand eight hundred feet (25 800 ft.); in a direction north 73° 30' west, a distance of fifty-nine thousand five hundred feet (59 500 ft.); in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of the Pénicouane Bay; in a general direction due northeast, the said line parallel to the high-water mark and two hundred feet (200 ft.) away from the latter towards the hinterland, along the Pénicouane Bay and the Mistassini Lake up to an approximate latitude of 50° 41' north; in a general direction south, a line parallel to the high-water mark of the west shore of Abatagouche Bay and of the baie du Poste and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement."

5.1.2 *Part Two*

This territory comprises part of the Duquet Township and some non-organized territory.

"Commencing at the point of intersection of the east exterior line of the Duquet Township with a line situated towards the hinterland, two hundred feet (200 ft.) away from the high-water mark of the north shore of the baie du Poste, approximately five thousand feet (5 000 ft.) away from the prolongation towards the east of the south exterior line of the Duquet Township; in a general direction north and northwest, a line up to a point one mile (1 mi.) southeast of the center of the village of Mistassini; southwest, a distance of two hundred feet (200 ft.) to the high water mark of baie du Poste; the said high water mark of baie du Poste and its continuation northwards to a point one mile (1 mi.) north of the village of Mistassini; southeast, a distance of two hundred feet (200 ft.) to the point of intersection with a line parallel to and distant inland two hundred feet (200 ft.) from the high water mark of baie du Poste and of Abatagouche Bay; in a general direction northeast, the said line to latitude 50° 28' north approximately; in a general direction south and southeast, a line parallel to the high-water mark of Abatagouche Bay and of its prolongation towards the south, and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the east exterior line of the Duquet Township; in a direction south, the said east exterior line of the Duquet Township up to the point of commencement."

5.1.*3 Part Three*

This territory includes part of the Townships of McOuat, de Guyon, de Péré, de Dorval, de Saint-Simon and some non-organized territory.

"Commencing on the south exterior line of the McOuat Township at the point situated seven thousand three hundred feet (7 300 ft.) east of the west exterior line of the McOuat Township; in a direction due north 27° 00' east, a distance of twenty-four thousand feet (24 000 ft.); in a direction due north 65° 00' east, a straight line of approximately sixteen thousand feet (16 000 ft.), namely, up to the point of intersection of the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction northeast, the said line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west, a distance of approximately one hundred and twelve thousand feet (112 000 ft.), namely up to latitude 50° 41' 30"; in a direction north 67° 00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and northeast, following a bay of Lake Albanel, following a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction north 67° 00' west, a distance of approximately three thousand feet (3 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and northeast, following a bay of Lake Albanel, a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the

latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction due north 67° 00' west, a distance of approximately nineteen thousand feet (19 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and north, winding round a bay of Lake Mistassini, following a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the prolongation towards the northwest of the line mentioned immediately before; in the same direction due north 67° 00' west, by crossing the Georges-Côté Peninsula, up to the point of intersection of a line parallel to a high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction southwest and south, a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat Township; towards the east, following the said south exterior line of the McOuat Township, a distance of approximately five hundred feet (500 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northeast and south, following a bay at the mouth of the Chalifour River, a line parallel to the high-water mark of the said bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat Township; in a direction east, following the south exterior line of the McOuat Township, up to the point of commencement."

These Category I lands cover an area of five hundred and thirty-three square miles (533 sq. mi.), including fifteen square miles (15 sq. mi.) for the non-status Crees.

5.2 Category IB

5.2.1 *Part One*

"Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan Township and fifteen thousand feet (15 000 ft.) towards the west; in a direction due south, a distance of fifteen thousand feet (15 000 ft.); in a direction due west, a distance of twenty-five thousand eight hundred feet (25 800 ft.); in a direction north 73° 30' west, a distance of fifty-nine thousand five hundred feet (59 500 ft.); in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of Pénicouane Bay; in a general direction northeast, the said line parallel to the high-water mark of two hundred feet (200 ft.) away from the latter towards the hinterland, along Pénicouane Bay and Lake Mistassini up to an approximate latitude of 50° 29' north, in a general direction southeast, up to the intersection of Pipounichouane River; in a direction due east, an approximate distance of eight thousand five hundred feet (8 500 ft.), up to a line parallel to the baie du Poste and two hundred feet (200 ft.) away towards the hinterland; in a general direction south along the said line parallel to the shore, up to the point of commencement."

5.2.2 *Part Two*

A point situated at the intersection of a line situated five hundred feet (500 ft.) west of the Chibougamau – Lake Albanel Road and parallel to the latter with the parallel of latitude 50° 41' 30" north; in a direction north 67° 00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) towards the hinterland; in a general direction southwest, an approximate distance of thirteen thousand feet (13 000 ft.); in a direction south 67° 00' east, an approximate distance of thirty-five thousand feet (35 000 ft.), up to the intersection of the line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) from the latter; along this line towards the northeast up to the point of commencement. "

These Category IB lands cover an area of two hundred and three decimal fourteen square miles (203.14 sq. mi.).

5.3 Category II

A territory situated west, north and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows:

5.3.1 *Part One*

"Commencing at a point of latitude 50° 16' 30" north situated on the high-water mark of the west shore of the Pénicouane Bay; in a direction due north 10° 00' west, a distance of eighty-five thousand feet (85 000 ft.); in a direction due east, a distance of thirteen thousand feet (13 000 ft.); in a direction due north, a distance of one hundred and twenty-one thousand feet (121 000 ft.); in a direction due east, a distance of thirty thousand feet (30 000 ft.); in a direction due north, a distance of one hundred and twenty thousand feet (120 000 ft.); in a direction due west, a distance of eighty-three thousand feet (83 000 ft.); in a direction due north, a distance of one hundred and seventy-four thousand feet (174 000 ft.); in a direction due east, a distance of seventy-nine thousand feet (79 000 ft.); in a direction due north, a distance of approximately one hundred and ten thousand feet (110 000 ft.), namely, up to the point of intersection of the high-water mark of the south shore of the Eastmain River on the north side of Le Veneur Island; in a general direction east, following the south shore of the Eastmain River up to meridian 73° 00' west; in a direction due north 78° 00' east, a distance of one hundred and eight thousand feet (108 000 ft.); in a direction due south 32° 00' east, a distance of seventeen thousand feet (17 000 ft.); in a direction due south 55° 00' west, a distance of sixty-three thousand feet (63 000 ft.); in a direction due south, a distance of twenty-six thousand feet (26 000 ft.); in a direction due south 73° 00' east, a distance of fifty-eight thousand feet (58 000 ft.); in a direction due south 21° 00' east, a distance of one hundred and fourteen thousand feet (114 000 ft.); in a direction due south, a distance of fifty-nine thousand feet (59 000 ft.); in a direction due east, a distance of sixty-four thousand feet (64 000 ft.); in a direction due south, a distance of approximately one hundred and nineteen thousand feet (119 000 ft.), to the point of intersection with the height of land between Lake Saint-Jean and Lake Mistassini draining basins; in a general direction southwest, the said height of land up to meridian 72° 29' 20" west; in a direction due north, a distance of ninety-two thousand feet (92 000 ft.); in a direction due west, a distance of twenty-nine thousand feet (29 000 ft.); in a direction due north, a distance of approximately eighty thousand feet (80 000 ft.), namely, up to the intersection of the high-water mark of the south shore of Lake Albanel, at its eastern extremity; in a general direction west and southwest, the said high-water mark of the northwest shore of Lake Albanel, up to the point of intersection of a line parallel to the outlet river of Lake Albanel and one half mile (1/2 mi.) away from the latter towards the northeast; in a general direction northwest, a line parallel to the outlet river of Lake Albanel and one half mile (1/2 mi.) away from the latter towards the northeast, up to the point of intersection of the high-water mark of Lake Mistassini; in a general direction northeast, west and southwest, the high-water mark of Lake Mistassini up to the point of commencement. "

5.3.2 *Part Two*

A territory situated southeast of Lake Albanel and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point of latitude 50° 41' 30" north, on a line parallel to the Chibougamau – Lake Albanel Road, five hundred feet (500 ft.) away from the latter towards the northwest; in a direction north 67° 00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of the high-water mark of Lake Albanel; in a general direction northeast, the high-water mark of Lake Albanel up to the point of intersection of the east exterior line of Saint-Simon Township; in a direction due north 66° 45' east, a distance of approximately forty-two thousand feet (42 000 ft.), namely up to the point of intersection of a line parallel to the Chibougamau – Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction south and southwest, the said line parallel to the Chibougamau – Lake

Albanel Road and five hundred feet (500 ft.) away from the latter towards the west, up to the point of commencement."

5.3.3 *Part Three*

"Commencing at the northeast corner of the Category I lands situated between Lake Albanel and Lake Mistassini, namely, at the point of intersection of the parallel of latitude 50° 44' north approximately with a line situated two hundred feet (200 ft.) west of the high water mark of the northwest shore of Lake Albanel; in a direction south 67° 00' east, a distance of two hundred feet (200 ft.); in a general direction northeast, the high-water mark of Lake Albanel up to the point of intersection of a line parallel to the outlet river of Lake Albanel and one half mile (1/2 mi.) away from the latter towards the southwest; in a general direction northwest, the said line parallel to the outlet river of Lake Albanel and one half mile (1/2 mi.) away from the latter towards the southwest, up to the point of intersection of the high-water mark of Lake Mistassini; in a general direction southwest, the high-water mark of Lake Mistassini up to the northwest corner of the northeast limit of Category I land of Mistassini; in a direction south 67° 00' east, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland; in a general direction southwest and northeast, the said line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland, up to the intersection of the prolongation towards the southeast of the line immediately mentioned before; in the same direction south 67° 00' east, an approximate distance of nineteen thousand feet (19 000 ft.), namely, up to the point of commencement."

5.3.4 *Part Four*

"Commencing at the point of latitude 50° 15' north, situated at the eastern limit of the right-of-way of the Chibougamau – Lake Albanel Road; in a general direction northeast, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to a point of latitude 50° 42' 20" north; in a direction due east to the height of land between Lake Saint-Jean and Lake Mistassini; in a general direction southwest, the said height of land line up to a point of latitude 50° 15' north; in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.), namely, up to the point of commencement. "

5.3.5 *Part Five*

The baie du Poste, delimited at its northern extremity by latitude 50° 25' north.

5.3.6 *Part Six*

A portion of Abatagouche Bay, delimited at its northern extremity by latitude 50° 25' 30" north and, at its eastern extremity, by meridian 73° 46' 30" west.

5.3.7 *Part Seven*

The islands situated in Lake Mistassini south of latitude 51° 00' north and those islands of which the greatest part is situated south of this parallel of latitude.

5.4 Generalities

These Category II lands cover an area of six thousand eight hundred and ninety-six square miles (6 896 sq. mi.).

The selection of Category II lands east of the road Chibougamau – Lake Albanel is subject to the following conditions:

1) A corridor required for the installation of power-lines for the Ferchibal Project and measuring three hundred and fifty feet (350 ft.) will cross Category II lands outlined above.

2) A corridor to allow for railroad right-of-way for the Ferchibal Project and measuring two hundred feet (200 ft.) will cross Category II lands outlined above.

3) A corridor to allow for the transportation of mineral ore via a pipeline and measuring two hundred feet (200 ft.) will cross Category II lands outlined above.

This power line, railroad, and pipeline may be built on Category II lands in the same manner as if similar works were to be conducted on Category III lands.

Furthermore, no compensation or indemnity, as provided for in Section 5 of this Agreement, may be claimed by the Mistassini Band in respect to these works.

The corridor of five hundred feet (500 ft.) between the eastern limit of Category I lands and the Chibougamau – Lake Albanel road will be Category II.

6. Waswanipi

6.1 Category I

6.1.1 *Part One*

A territory situated partly in the Gand and Kreighoff Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated at the northeast extremity of the bridge which spans the Waswanipi River, at the southeast limit of the right-of-way of the Senneterre – Chibougamau Road; in a general direction northeast, the eastern limit of the right-of-way of the Senneterre – Chibougamau Road, a distance of one mile (1mi.); in a direction south 45° 00' east, a distance of five hundred feet (500 ft.); in a general direction northeast, following a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, a distance of thirty-one thousand feet (31 000 ft.); in a direction due south 45° 00' east, a distance of approximately thirteen thousand feet (13 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, southwest, the said line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection point of the central line of the Gand Township; in a direction due south 20° 00' west, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its intersection with the south shore of the Chibougamau River and, thence, up to the point of commencement. "

The river-bed of that part of the Chibougamau River which is comprised within the perimeter described above, and the firm land up to a line parallel to elevation 930 or to the high-water mark of each shore and two hundred feet (200 ft.) away from the latter towards the hinterland, is part of Category II lands.

6.1.2 *Part Two*

A territory made up of part of the Ailly, Bellin, La Rouvillière, Boyvinet, Montalembert, Gand, Kreighoff, Branssat, Daine and La Ribourde Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated in the southwest corner of the La Rouvillière Township; in a direction north, following the west exterior line of the La Rouvillière Township, a distance of thirteen thousand feet (13 000 ft.); in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.), namely, up to the point of intersection of the west exterior line of the Kreighoff Township; in a direction north, the west exterior line of the Kreighoff and Branssat Townships a distance of forty-eight thousand feet (48 000 ft.);

in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat Township; in a direction south, the east exterior line of the Branssat and Kreighoff Townships up to the point of intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction southwest, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north up to the point of intersection of a line parallel to elevation 930 of the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.); in a direction due north 75° 00' west, a distance of seventeen thousand five hundred feet (17 500 ft.); in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76° 22' 30" west; in a direction due south 29° 00' west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northwest, the said parallel to the high-water mark of Lake Waswanipi up to its junction with the line parallel to the high-water mark of Lake Waswanipi and of the left shore (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridan 76° 27' 30" west; in a direction north 32° 30' west, a distance of approximately three thousand two hundred feet (3 200 ft.) namely, up to a line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction west and north, the said line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly Township; in a direction due east, the said line situated six thousand five hundred feet (6 500 ft.) south of the north exterior line of the Ailly Township, up to the east exterior boundary of the Ailly Township; in a direction due north, the said line of the east exterior boundary of the Ailly Township up to the point of commencement. ”

Note: The entire area of the perimeter described precedingly, situated below elevation 930, is part of Category II lands. However, within that portion of Category II lands, only those activities which precede development and the development activities as such are allowed, and only if they are in relation with the NBR Project. Furthermore, if the SEBJ and/or Hydro-Québec decide not to proceed with the realization of the NBR Project, it shall be possible to consider this land as part of Category I lands providing that a parcel of land of an equal area from Category I land be withdrawn from the lands described in paragraphs 6.1.1 and 6.1.2. If the SEBJ and/or Hydro-Québec decide upon a lower elevation than elevation 930, the land comprised between this elevation and elevation 930, shall become part of Category I lands providing that a parcel of land of an equal area from Category I land be withdrawn from the lands described in paragraphs 6.1.1 and 6.1.2.

These lands of Category I cover an area of two hundred and thirty-one square miles (231 sq. mi.), including an area of ten square miles (10 sq. mi.) for the non-status Crees.

6.2 Categorie IB

Category IB lands cover an area of ninety decimal one square miles (90.1 sq. mi.) and are situated in the north and northwest portion of Category I lands described above; the south and east boundaries of the territory are defined by the elevation 930 north of the Waswanipi River up to the point of intersection with meridian 75° 57' west; thence, in a direction due north, a distance of approximately five thousand feet (5 000 ft.); in a direction due east, a distance of approximately six thousand feet (6 000 ft.), up to the intersection with meridian 75° 55' 30" west approximately; in a direction due north, a distance of approximately sixty thousand feet (60 000 ft.); the north and west boundaries are the boundaries outlined in the territorial description of Category I lands mentioned above.

6.3 Category II

6.3.1 *Part One*

A territory made up of part of the Kreighoff, La Ribourde, La Roncière and Gand Townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated five hundred feet (500 ft.) to the south of the Senneterre – Chibougamau Road and five thousand feet (5 000 ft.) east of the east exterior line of the Kreighoff Township; in a direction due south, a distance of fifty-nine thousand feet (59 000 ft.); in a direction south 84° 30' west, a distance of approximately fifty-eight thousand feet (58 000 ft.); namely, up to the point of intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east; in a general direction north, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east up to the point of intersection of a line parallel to elevation 930 of the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a direction due east, a line approximately two thousand feet (2 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the right shore (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south and southeast, the said line parallel to elevation 930 or to the high-water mark of the right shore (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the central line of the Gand Township; in a direction due north 20° 00' east, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northeast, the said line parallel to elevation 930 or to the high-water mark of the north shore of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, approximately up to latitude 49° 44' north; in a direction due north 45° 00' west, a distance of approximately thirteen thousand feet (13 000 ft.), namely, up to the intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast; in a general direction northeast, the said line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, up to the point of commencement."

6.3.2 *Part Two*

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at the point of intersection of a line parallel to elevation 930 on the south shore of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.) away from the latter towards the south and of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west; in a direction due north 75° 00' west, a distance of seventeen thousand five hundred feet (17 500 ft.) in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76° 22' 30" west; in a direction due south 29° 00' west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction northwest, the said line parallel to the high-water mark of Lake Waswanipi up to its junction with a line parallel to the high-water mark of Lake Waswanipi and of the left shore (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridian 76° 27' 30" west; in a direction north 32° 30' west, a distance of approximately three thousand two hundred feet (3 200 ft.), namely, up to a line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction west and north, the said line parallel to the high-water mark of the right shore (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly Township; in a direction due east, the said line situated six thousand five hundred

feet (6 500 ft.) to the south of the north exterior line of the Ailly Township, up to the east exterior boundary of the Ailly township; in a direction due north, the said line of the east exterior boundary of the Ailly Township up to the southwest corner of the La Rouvillière Township; in a direction north, following the west exterior line of the La Rouvillière Township, a distance of ten thousand five hundred feet (10 500 ft.); in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.), namely, up to the point of intersection of the west exterior line of the Kreighoff Township; in a direction north, the west exterior line of the Kreighoff and Branssat Townships a distance of forty-eight thousand feet (48 000 ft.); in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat Township; in a direction due north, a distance of two hundred and fifty-two thousand feet (252 000 ft.); in a direction north 63° 00' west, a distance of approximately one hundred thousand feet (100 000 ft.), namely, to the point of intersection of a line parallel to the south shore of the Broadback River; in a general direction west and southwest, the south shore of the Broadback River and of Lake Quénonisca up to its southwest extremity, namely, a latitude 50° 21' north; in a direction due south, a distance of approximately forty thousand feet (40 000 ft.), namely, up to the point of intersection of the high-water mark of the west shore of Lake Poncheville (Lady Beatrix); in a general direction southwest, northeast and east, the said high-water mark of Lake Poncheville (Lady Beatrix) up to the intersection of the east exterior line of the Descombes Township; in a direction south 70° 00' east, a straight line up to the point of intersection of the high-water mark of the west shore of Lake Chensagi; in a general direction south, the high-water mark of the west shore of Lake and River Chensagi and of Lake Maicasagi up to a point of latitude 49° 55' 30" north; in a direction due south, a straight line up to the point of intersection of the high-water mark of the east shore of Lac-au-Goéland; in a general direction south and east, the high-water mark of the east shore of Lac-au-Goéland and of the north shore of Waswanipi River up to a point situated twenty-five thousand feet (25 000 ft.) east of the west exterior line of the Ailly Township; in a direction due south, a straight line up to the point of intersection of the south exterior line of the Ailly Township; in a direction east, the south exterior line of the Ailly Township up to the high-water mark of the west shore of the North-West Bay of Waswanipi Lake; in a general direction southeast, northeast and southeast, the high-water mark of the south shore of the North-West Bay of Waswanipi Lake, up to the point of intersection of the south exterior line of the Bellin Township; in a direction due east, the south exterior line of the Bellin and Boyvinet Townships up to the point of intersection of a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west; in a general direction northeast, a line parallel to the Senneterre – Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west, up to the point of commencement. ”

On the island where the former Waswanipi Post was located, only these activities which precede development and the development activities as such shall be allowed, and only if they are in relation to the NBR Projects.

These Category II lands cover an area of two thousand nine hundred and forty-nine square miles (2 949 sq. mi.).

7. Nemiscau

7.1 Category I

A territory situated west of Lake Champion and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

“Commencing at the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the west and with a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction west, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north, a distance of twenty-four thousand feet (24 000 ft.); in a direction due north, a straight line up to the point of intersection of a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being

approximatively 51° 39' north and 76° 28' west; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its northeast extremity, a point of latitude 51° 40' 40" north; in a direction due north 38° 00' east, a distance of approximately ten thousand feet (10 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of which lake being approximately 51° 42' 40" north and 76° 24' 20" west; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51° 43' north; in a direction due north 38° 00' east, a distance of eighteen thousand five hundred feet (18 500 ft.); in a direction due east, a distance of approximately twenty-two thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement."

This territory of Category I covers an area of fifty-nine square miles (59 sq. mi.).

7.2 Category IB

Category IB lands cover an area of twenty-one decimal four square miles (21.4 sq. mi.) and are situated in the north part of Category I lands described above; the south boundary of this territory is a straight line close to parallel 50° 42' north so as to circumscribe the area mentioned above; the boundaries east, north and west are the boundaries outlined in the territorial description of Category I lands mentioned above.

7.3 Category II

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows:

"Commencing at a point situated twenty-four thousand two hundred feet (24 200 ft.) west of the high-wager mark of the west shore of Lake Champion on a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the east, the geocentrical coordinates of the said lake being approximately 51° 39' north and 76° 28' west; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the east up to its extremity northeast a point of latitude 51° 40' 40" north; in a direction due north 38° 00' east, a distance of approximately ten thousand feet (10 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being approximately 51° 42' 40" north and 76° 24' 20" west; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51° 43' north; in a direction due north 38° 00' east, a distance of eighteen thousand five hundred feet (18 500 ft.); in a direction due east, a distance of approximately twenty-two thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland; in a general direction south, a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the west, up to a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north; in a general direction east, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north, up to the point of intersection of the high-water mark of the east shore of Lake Champion; in a general direction north, the high-water mark of the east shore of Lake Champion up to the point of intersection of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the

north; in a general direction northeast, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north, a distance of forty-seven thousand feet (47 000 ft.); in a direction due north, a distance of approximately fourteen thousand feet (14 000 ft.), up to latitude 51° 44' north; in a direction east, a distance of approximately fifty-eight thousand feet (58 000 ft.), namely, up to meridian 75° 50' 40" west; in a direction south, a distance of approximately twelve thousand feet (12 000 ft.); in a direction due east, a distance of ninety-seven thousand feet (97 000 ft); in a direction due north, a distance of ninety-four thousand feet (94 000 ft.); in a direction due west, a distance of one hundred and seventy-one thousand feet (171 000 ft.); in a direction due south, a distance of forty-four thousand feet (44 000 ft.); in a direction due west, a distance of approximately twenty-one thousand feet (21 000 ft.), namely, up to the point of intersection of the high-water mark of the south shore of the Pontax River; in a general direction southwest, the high-water mark of the south shore of the Pontax River up to meridian 76° 33' 35" west; in a direction due south 58° 33' 35" west, a distance of sixty-three thousand feet (63 000 ft.); in a direction due south, a straight line of approximately sixteen thousand feet (16 000 ft.), namely, up to the intersection point of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north; in a general direction east, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north up to the point of intersection of the high-water mark of a lake the approximative geocentrical coordinates of which are 51° 38' north and 76° 28' west; in a general direction east, the high-water mark of the lake mentioned immediately above, up to the point of commencement."

These Category II lands occupy an area of seven hundred eighty-four square miles (784 sq. mi.).

7.4

The selection of Categories I and II lands, in the Region of the Némiscau Post, is subject to the following conditions:

1) At least ninety (90) persons of the Némiscau Band, within a one (1) year delay after signing the final agreement, will have to formally pledge themselves to permanently settle on Category I lands, as described above.

2) Within a five (5) year delay from the date on which the final agreement is signed, it must be established that the permanent residence of not less than ninety (90) members of the Némiscau Band is effective on Category I lands, as described above.

Should one or another of these conditions not be adhered to, Categories I and II lands, set aside in the Némiscau Region, shall have to be redistributed in the Mistassini and Fort Rupert Regions proportionally to the number of members of the Némiscau Band living there.

7.5

Moreover, the selection of lands of Categories I and II is subject to the following restrictions:

1) Four (4) power-line corridors, each carrying seven hundred and thirty-five KV (735 KV), and each measuring five hundred and fifty feet (550 ft.), shall eventually cross Category II lands, as outlined above.

2) One (1) power-line corridor, carrying three hundred and thirty-five KV (335 KV), and measuring three hundred and fifty feet (350 ft.) shall eventually cross Category II lands, as outlined above.

It shall be possible to build these power-lines on Category II lands in the same manner as if similar works were being conducted on Category III lands.

Furthermore, no compensation or indemnity, as provided for in Section 5 of this Agreement, may be claimed by the Némiscau Band in respect to these works.

7.6

It shall be possible for the parties to replace the east portion of Category II lands, with an estimated area of approximately five hundred and fifty square miles (550 sq. mi.), south of the access road of the proposed sub-station around Lake Némiscau including Lake Némiscau.

It is understood that all the activities related to the preliminary works and the construction works as such, whether they are designed to develop or upkeep the NBR Complex in the portion of Category II lands described in the preceding paragraphs may be undertaken in this territory as if this territory was part of Category III.

8. Great Whale River

8.1 The community of Great Whale River

8.1.1 Approximately six square miles (6 sq. mi.) of land shall be allocated for the community of Great Whale River for "municipal" purposes in and near the present village of Great Whale River, in conformity with map identification number 12 (B) of Schedule 1 of Section 6 .

8.1.2 Within the said square miles (6 sq. mi.), the Crees shall select approximately two point zero square miles (2.0 sq. mi.) as Category IA lands, and the Inuit of Great Whale River shall select approximately three point two square miles (3.2 sq. mi.) as Category I. The remaining zero point eight square miles (0.8 sq. mi.) includes lands held in full ownership, streets and the airstrip and such lands shall remain Category III lands.

8.1.3 Such Category IA lands for the Crees and Category I lands for the Inuit shall be allocated in such a way as to take into account existing and future housing needs of both Cree and Inuit members of the community. In general, the Cree Category IA lands shall include areas of Cree housing and the portion of the above six square miles lying along the Great Whale River and inland; the Inuit Category I lands shall include areas of Inuit housing, taking into account Cree housing needs, and the coast.

8.1.4 The parties to the Agreement agree to negotiate, forthwith upon the execution of the Agreement, for the purpose of determining the appropriate administrative structure which would permit both the Crees and the Inuit of Great Whale River to participate jointly in a form of municipal administration for the village of Great Whale River.

Subject to the Agreement of all the parties hereto, the status of the land hereinabove allocated could be modified to permit the realization of the above structure in the form which best suits the circumstances.

8.2 Category I lands for Great Whale River

8.2.1 The Crees of Great Whale River shall select one hundred and twenty-one square miles (121 sq. mi.) of Category I lands, including seventy-six point five square miles (76.5 sq. mi.) of Category IA lands and forty-four point five square miles (44.5 sq. mi.) of Category IB lands (including Category IB special), the latter including one square mile (1 sq. mi.) for the non-status Crees of Great Whale River, the whole as shown on a map attached to the Agreement as Schedule 2 of Section 4. The said Category 1B Special lands are shown on map identification number 12 (B) of Schedule 1 of Section 6 and are described in paragraph 8.2.4 of this Section.

8.2.2 The Inuit of Great Whale River shall select five point nine square miles (5.9 sq. mi.) as Category I lands in and near the village of Great Whale River, including the three point two square miles (3.2 sq. mi.) referred to in paragraph 8.1.2 above. The remaining two point seven square miles (2.7 sq. mi.) shall be selected along the coast north east of the external boundaries of the said area of three point two square miles (3.2 sq. mi.) to the northern limit of the Category I lands described below at paragraph 8.2.3, the whole as shown on said map identification number 12 (B).

8.2.3 *Category I lands – Preleminary territorial description*

The following Category I lands shall be set aside for the Crees of Great Whale River: an area of approximately one hundred and three point three square miles (103.3 sq. mi.) (including approximately zero point eight square

miles (0.8 sq. mi.) of Category III lands enclaved within Category I lands) comprising all the land delimited by the following geometrical segments, topographic features and other boundaries:

“Commencing at the point of intersection of a line two hundred feet (200 ft.) inland from the high-water mark of the coast of Hudson Bay and parallel to the said high-water mark with the parallel of latitude 55° 20' north; in a direction south 67° 00' east a distance of sixty-one thousand feet (61 000 ft); in a direction south 59° 00' east a distance of fifty-six thousand feet (56 000 ft.); in a direction due south a distance of thirty-one thousand five hundred feet (31 500 ft.); in a direction due west a distance of approximately twenty thousand feet (20 000 ft.) to a point situated two hundred feet (200 ft.) from the high-water mark of the north bank of the Denys River; in a direction generally northwest a line parallel to and at a distance of two hundred feet (200 ft.) inland from the high-water mark of the north bank of the Denys River to its confluence with the Great Whale River; a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the north bank of the Great Whale River to a point situated one mile (1 mi.) east of the center of the village of Great Whale; due south a distance of two hundred feet (200 ft.) to the high-water mark of the north bank of the Great Whale River; in a direction generally west and northeast following the high-water mark of the Great Whale River and of the coast of Hudson Bay to a point one mile (1 mi.) northeast of the center of the village of Great Whale; in a southeasterly direction a distance of two hundred feet (200 ft.); in a direction generally northeast a line parallel to and at a distance inland of two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay to the point of commencement. ”

8.2.4 *Category IB special – Preleminary territorial description*

An area of approximately twenty four square miles (24 sq. mi.) situated south of the Great Whale River comprising all the land delimited by the following geometrical segments, topographic features and other boundaries:

“Commencing immediately to the west of Walton Point at the point of intersection with the meridian 77° 51' west of a line parallel to the high-water mark of the coast of Hudson Bay and distant inland from it two hundred feet (200 ft.); in a direction due south a distance of thirteen thousand feet (13 000 ft.); in a direction due east a distance of forty-one thousand feet (41 000 ft.); in a direction due north, a distance of approximately nineteen thousand feet (19 000 ft.) to a point situated two hundred feet (200 ft.) south of the high-water mark of the Great Whale River; in a direction generally west and southwest, a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the south bank of the Great Whale River and the coast of Hudson Bay to the point of commencement.”

8.3 Category II lands for the Crees of Great Whale River

8.3.1 *Category II lands – Preliminary territorial description*

The Crees of Great Whale River shall be allocated an area of approximately one thousand six hundred and sixty square miles (1 660 sq. mi.) of Category II lands. Such area is included within the land delimited by the following geometrical segments, topographic features and other boundaries, which description also includes an area of one hundred and forty square miles (140 sq. mi.) of Inuit Category II lands for the Inuit of Great Whale River:

“Commencing at the point of intersection of the parallel of latitude 55° 20' north with a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay; northwest, a straight line to the ordinary low water mark of the coast of Hudson Bay; in a direction generally northeast, a distance of approximately sixteen thousand feet (16 000 ft.) following the ordinary low water mark to the parallel of latitude 50° 22' 30" north; in a direction south 49° 00' east a distance of thirty three thousand feet (33 000 ft.); in a direction north 41° 00' east a distance of seventy six thousand five hundred feet (76 500 ft.); in a direction north 49° 00' west a distance of approximately twenty seven thousand feet (27 000 ft.) to the ordinary low water mark of Hudson Bay; in a direction generally northeast, a line following the ordinary low

water mark of the coast of Hudson Bay to the parallel of latitude 55° 49' 30" north; in a direction due east, a distance of fifty thousand feet (50 000 ft.); in a direction south 48° 00' east, a distance of one hundred and thirty eight thousand feet (138 000 ft.); in a direction due south a distance of one hundred and thirty eight thousand feet (138 000 ft.); in a direction due west, a distance of one hundred and thirty-nine thousand feet (139 000 ft.); in a direction due south a distance of forty-seven thousand feet (47 000 ft.); in a direction due west a distance of approximately two hundred and nineteen thousand feet (219 000 ft.) to meridian 78° 00' west; in a direction due north a distance of approximately forty-five thousand feet (45 000 ft.) to the ordinary low water mark of the coast of Hudson Bay; in a direction generally northeast a line following the ordinary low water mark of the coast of Hudson Bay to the point of intersection with the meridian 77° 51' west; in a direction due south to the point of intersection with a line parallel to the high-water mark of the coast of Hudson Bay and distance inland from it two hundred feet (200 ft.); thereafter, following the west, south, east and northeast limits of Category IB special and Category I lands, as described above at paragraphs 8.2.3 and 8.2.4, to the point of commencement."

8.3.2 The above-mentioned land allocation of one thousand eight hundred square miles 1 800 sq. mi.) of land for Category II is based upon the system of land allocation adopted by the Inuit, which provides for one thousand square miles (1 000 sq. mi.) for each community north of the parallel 55° north and three point five square miles (3.5 sq. mi.) per person in each community.

8.3.3 It is understood that the Crees and Inuit of Great Whale River shall together participate in the selection and allocation among the communities north of the parallel 55° north of the approximately three thousand nine hundred square miles (3 900 sq. mi.) of Category II lands which remain to be allocated after the application of the Inuit system of land allocation. The procedure for such participation is set forth in Section 6 of this Agreement. If, following this procedure, additional Category II lands are allocated to the Crees of Great Whale River, the eastern and northeastern boundaries of the Category II lands described above may be displaced east a distance of approximately twenty five thousand feet (25 000 ft.), and the southernmost boundary may be displaced approximately twenty three thousand feet (23 000 ft.) to the parallel of latitude 55° north.

8.3.4 It is understood that one hundred and forty square miles (140 sq. mi.) of Inuit Category II lands are included in the above description and form part of an area of approximately two hundred and thirty square miles (230 sq. mi.) jointly selected and possibly to be jointly administered by the Crees and Inuit of Great Whale River, which lands shall generally be distributed along the coastal portion of the above description. The said 230 sq. mi. are shown on the said map identification number 12 (B).

8.3.5 The land within the forebay designated GB 1 (approximate elevation six hundred and twenty-five feet (625 ft.)), forms part of Category III lands and is excluded from the calculation of land areas for Category II lands.

8.3.6 The introductory provisions of Section 4 of this Agreement, which concern the interpretation of preliminary territorial descriptions, shall apply equally to the descriptions set forth above for Great Whale River.

8.3.7 The portion of the Great Whale River within the above description for Category I lands at paragraph 8.2.3, and a corridor of two hundred feet (200 ft.) on both sides of the river measured from the high-water mark will form part of Category II lands. The Great Whale River, where it is bounded to the north by Category I lands and to the south by Category IB special lands will form part of Category II lands.

8.4 Revision of preliminary territorial descriptions

The above preliminary territorial descriptions for Great Whale River shall be revised to conform to the land areas allocated as Category I and Category II lands for the Crees of Great Whale River. Furthermore, for both Category I and Category II lands, the above delimitations may be modified as necessary, with the mutual

consent of the Crees, the Inuit, Québec, and if appropriate, Canada, so as to take into account land selection by the Inuit of Great Whale River.

8.5 Category IB lands

An area of approximately twenty point five square miles (20.5 sq. mi.) including all the land within the Category I description at paragraph 8.2.3 lying between the south bank of the Great Whale River and the north bank of the Denys River; and the lands lying to the north of the Great Whale River and east of meridian 77° 15' west approximately.

8.6 Land regime

The land regime applicable to Category IA, IB and IB special lands (excluding Category I lands selected by the Inuit) and the Cree Category II lands shall be the land regime as set forth in Section 5 of this Agreement. The land regime for the Inuit Category I lands shall be the regime set forth in Section 7 of this Agreement.

8.7 Future development

It is recognized that all activities related to preliminary work, construction, operation and maintenance of the powerhouses and dams of the Great Whale Complex, including the appurtenant works, construction facilities, quarries and borrow pits, transmission lines and sub-stations, and to the possible port site approximately eight miles (8 mi.) southeast of Great Whale River may be carried out in Great Whale River Cree Category II lands as if such lands were part of Category III lands. Furthermore, it is understood that the above Category II lands shall be subject to servitudes, if required, for the construction of a railroad and road from the coast to the Great Whale Iron Ranges, for transmission lines from the Great Whale Complex, and for the road extension from LG 2 to the Great Whale Complex. However, the above-mentioned servitude for the road to the Great Whale Complex shall include provisions for an eight mile (8 mi.) corridor as in the case of Fort George Category II lands, and the lands within such corridor shall be replaced with an equivalent amount of Category II lands elsewhere. If such a road passes through Category I lands, there shall be a corridor of five hundred feet (500 ft.) on both sides of the road, which corridor shall form part of Category II lands. There shall be replacement of Category I lands within such corridor, in accordance with the land regime set forth at Section 5. It is also recognized that a transmission line corridor five hundred and fifty feet (550 ft.) wide may pass through Category I lands. The lands required for this corridor shall also be replaced in accordance with the regime set forth at Section 5.

Schedule 1 to annex 1

This Schedule comprises:

two (2) plans entitled: “Fort George, préparé par le service de l’Arpentage, Direction générale du Domaine territorial, Ministère des Terres et Forêts, dossier 56404/60A, feuillet ouest et feuillet est”.

Schedule 2 to annex 1

This Schedule comprises:

one (1) plan entitled: “Terres de la catégorie II de Fort George, révision 1, janvier 1978”.

JBNQA, Sch. 1
A. corr.
Compl. A. no. 3, ss. 3, 4, 5, 6 and Schedule

Annex 2
Poste-de-la-Baleine

See plan no. 1.1 Poste-de-la-Baleine (Complementary Documents)

JBNQA, Sch. 2
A. corr.

SECTION 5
Land Regime

5.1 Category I lands – James Bay Crees

5.1.1 *Definition*

Category I lands which are tracts of land having an area of approximately 2,140.6 square miles and which include Categories IA, IB and Special IB, as hereinafter defined shall be set aside for the James Bay Crees as defined in the Agreement. For greater certainty, a reference to James Bay Cree bands in Section 5 hereof shall include the Crees of Oujé-Bougoumou.

JBNQA, par. 5.1.1
compl. A. no. 3, s. 7
compl. A. no. 22, sch. 2, s. 3

5.1.2 *CategoryIA lands*

Category IA lands are lands set aside for the exclusive use and benefit of the respective James Bay Cree bands, including the Great Whale River Band, under the administration, management and control of Canada, subject to the terms and conditions of the Agreement.

Subject to the provisions of the Agreement and notwithstanding the surrender provisions of the Indian Act, it is recognized by Canada, Québec and the James Bay Crees that the lands presently set aside for the Native people of the Waswanipi, Mistassini and Eastmain Bands under the Québec Lands and Forests Act (S.R.Q. 1964, c. 92 as amended) shall no longer be reserves within the meaning of the said Act as of the coming into force of the Agreement.

Category IA lands will comprise an area of approximately 1,274 square miles as shown on the attached maps and as described in Section 4 of the Agreement and shall include the areas of all the present Cree villages, except Waswanipi and Nemaska, and including part of the Great Whale River settlement. Such lands shall be excluded from the James Bay Municipality. The land selection for the village of Nemaska is subject to the provisions concerning the re-location of such village contained in the Agreement.

Québec shall, by the legislation giving effect to the Agreement, transfer, subject to the terms and conditions of the Agreement, the administration, management and control of the Category IA lands to Canada and Canada shall accept such transfer. Québec shall retain bare ownership of the land and, subject to the provisions herein, ownership of the mineral and sub-surface rights over such lands.

JBNQA, par. 5.1.2
A. corr.

5.1.3 *Category 1B lands*

Category IB lands of an area of approximately 866.6 square miles for the James Bay Crees as shown on the attached maps and as described in Section 4, which shall be excluded from the territories subject respectively to the jurisdiction of the Cree Nation Government and of the Regional Government contemplated in Section 11 of this Agreement will be granted by the provisions of the special legislation to provincial corporations composed solely of James Bay Crees.

The ownership of such lands, under provincial jurisdiction, will vest in such Cree corporations outright, provided that the lands can only be sold or ceded to Québec and this shall constitute a prohibition to sell or cede other than to Québec.

Such Cree corporations shall consist of the members of the respective Cree communities entitled to benefit under the Agreement and may be private landholding corporations or at the option of the Crees, the public corporations of a municipal character which will have jurisdiction over Category IB lands.

Unless otherwise specifically provided herein, these lands cannot be taken away by Québec and in those circumstances described in this Section where the right to expropriate by Québec is exercised, the land must be replaced or compensation paid at the option of the Crees except if otherwise provided herein.

JBNQA, par. 5.1.3
A. corr.
compl. A. no. 3, s. 8
compl. A. no 24, s. 2

5.1.4 *Special Category IB lands*

Within certain Category IB lands there shall be special Category IB lands.

Each parcel thereof, having areas ranging between twenty (20) to twenty-five (25) square miles, and shown on the attached map, described in the territorial descriptions hereto attached, and located near the localities of Rupert House, Eastmain , Fort George and Great Whale River, shall be situated on the northern banks of the Rupert, Eastmain and Fort George Rivers, and on the southern bank of Great Whale River.

It is also agreed that the lands are subject to the regime for Category IB lands subject to the following provisions:

a) the right of Québec, its agents and mandataries to establish, in addition to the public servitudes in favour of public bodies, agencies and corporations, in accordance with the provisions of paragraph 5.1.7, servitudes for public purposes;

b) in the case of the additional servitudes for public purposes, only developments which do not involve more than a permanent staff of ten (10) persons per development shall be allowed;

c) the right for Québec to give the necessary authorizations for the duration of such activities;

d) notwithstanding anything herein contained, any other developments by Québec, its agents and mandataries may be permitted with the consent of the Cree community concerned;

e) Québec, its agents and mandataries shall, at all times, have access to Special Category IB lands as if they were Category II lands and for the purposes mentioned above.

JBNQA, par. 5.1.4
A. corr.

5.1.5 *Existing third party and governmental interests*

Lands ceded to third parties, by letters patent or owned by third parties prior to the execution of the Agreement, shall be Category III lands. However, the said lands and persons thereon shall be subject to the by-laws of the Cree local authority as if such lands formed part of Category I lands. Such persons shall have a right to all services of a municipal nature which are offered by the Cree local authority to the residents of the surrounding or adjacent Category I lands on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.

The lands over which rights have been ceded by Québec to third parties prior to the Agreement in the form of leases, occupation permits or other authorizations shall be Category I lands. The holders of such rights may continue to exercise them, subject solely to all provincial laws and regulations as if the lands over which the said rights are granted were Category III lands until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec.

Lands within the areas of Category I lands, as shown on the attached maps but which are presently the object of mining claims, development licenses, exploration permits, mining concessions and mining leases and other similar rights, as presently defined in the Québec Mining Act (S.Q. 1965, c. 34 as amended) shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal

thereof, to transfer the administration, management and control of the lands subject thereto to Canada for the use and benefit of the Crees or the ownership to the Cree corporation depending on whether the said lands are within the areas of Category IA or IB lands. If any part of such lands are taken for development under the Québec Mining Act, Québec will replace the land taken, in accordance with the procedure set out for the replacement of Category II lands.

Notwithstanding the foregoing, lands within Category I which are presently the object of exploration permits issued to La Société de Développement de la Baie James will be Category I lands with the right to explore and develop as if such lands were Category III lands for the purpose of exercising the rights granted by the permits but subject to paragraph 5.1.6 c) below. However, provincial laws and regulations shall apply with respect to such permits and the exercise of all rights pursuant thereto.

Québec undertakes to provide Canada and the Grand Council of the Crees (of Québec), within ninety (90) days of the execution of the Agreement, with a list of the mining claims, development licenses, mining concessions, mining leases, exploration permits, referred to above, within Category I lands along with the names of the holders thereof, the dates the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licenses, exploration permits, including the above mentioned portions of those of La Société de développement de la Baie James, mining concessions and mining leases surrounded by Category I lands have been included in the calculation establishing the total area of 2,158 square miles of Cree Category I lands.

Existing regional and provincial roads and main arteries within Category I lands shall be Category III lands and shall be clearly described at the time of the transfer of such lands. However, there shall be Category II lands for a distance of five hundred (500) feet on each side of said roads. Other existing roads within the Cree communities, as well as branch roads within Category I lands and leading to the Cree communities, shall be Category I lands, but the general public shall be granted access over such roads.

Moreover, no persons other than the Native people can establish or operate commercial facilities subject to the provisions of sub-paragraph 5.1.6 c) hereof on either side of those roads or arteries referred to in the previous paragraph, except with the express consent of the Cree community concerned.

The areas covered by existing landing strips, airport installations, hydroplane bases and maritime structures within Category I lands are excluded from Category I lands and shall be Category III lands. However, the areas of such lands have been included in calculating the total area of Category I lands.

When such landing strips, airport installations or other areas mentioned above are no longer required, as determined by Québec, the ownership or the administration, management and control, as the case may be, shall be transferred by Québec in the manner provided hereinabove, subject to the approval of any owner thereof, and subject to third party interests respecting mineral substances already conceded.

The seashore, beds and shores of the lakes and rivers identified in the territorial descriptions in Section 4 of the Agreement shall be excluded from Category I lands with respect to the shoreline of such lakes and rivers and lands on both sides of such rivers and around the lakes for a distance of two hundred (200) feet shall be Category II lands. Subject to the provisions of paragraph 5.1.6 c), in such Category II lands, no person other than Native people can establish or operate commercial facilities except with the sole consent of the Cree community concerned, however, such two hundred (200) foot restriction does not apply for a distance of one (1) mile in both directions from the centre of the Cree community concerned along the shoreline.

In front of Category I and Category II lands, the intertidal zone will be Category II lands. In front of Category III lands, the intertidal zone will remain Category III lands. From the coming into force of

Complementary Agreement No. 22, and subject to the provisions thereof, the provisions of this paragraph apply to Oujé-Bougoumou Category I lands with the modifications that the circumstances require.

JBNQA, par. 5.1.5
A. corr.
compl. A. no. 22, sch. 2, s. 4

5.1.6 ***Future occupation by Québec and third parties***

a) *Québec and its representatives*
Lots within Category I lands shall be allocated by the Cree community or corporation for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and telecommunications. Such allocation shall be by way of leases, servitudes or similar contract and for nominal compensation (i.e. $1.00).

b) *Third Parties*
The Cree community, in any case in which it allows third parties to occupy Category I lands for projects of regional or provincial interest, shall first consult with Québec and in the case of Category IA lands, Canada as well.

c) *Mining explorations and operations under existing rights*
Where lands, including Oujé-Bougoumou lands at the time of execution of Complementary Agreement No. 22, which are the object of existing mining claims, development licenses, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I lands, but only to the extent necessary in order to carry out their exploration or mining operations as provided for in Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitude only, but shall not be subject to the expropriation provisions of the Indian Act or of the Agreement. The indemnity to be paid to the Cree Local Authority by Québec for the use (other than for exploration) of such Category I lands will be equivalent replacement land. In the case of exploration, the compensation to be paid to the Cree Local Authority by Québec for the use of such Category I lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of land contemplated in the immediately preceeding paragraph are developed as provided hereinabove, the Cree community concerned shall have the right to the replacement of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II lands in the case of development.

In regard to lands which will be the object of mining claims, development licenses, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions hereinabove set forth, the exercise of any rights in or over Category I lands shall be subject to the general regime set forth below. For greater certainty, from the coming into force of Complementary Agreement No. 22, the provisions of this sub-paragraph shall apply to Oujé-Bougoumou Category I lands subject to the following: the reference herein to Division XXII of the Québec Mining Act is replaced by a reference to sections 235 and 236 of Division V of Chapter IV of the *Mining Act* (R.S.Q., c. M-13.1) as they read on December 15, 2009, or, if those sections are amended thereafter, to equivalent provisions of the *Mining Act* as amended, as they read on

the date of the coming into force of Complementary Agreement No. 22, provided that any expropriation can only be by temporary servitude.

JBNQA, par. 5.1.6
A. corr.
compl. A. no. 22, sch. 2, ss. 5 and 6

5.1.7 ***Public servitudes established by Québec***

A) *General*

Category I lands are subject to public servitudes established by Québec, its agents or mandataries in the cases set forth in sub-paragraphs a), b) and c) of this paragraph, subject to the terms and conditions mentioned herein and subject to compensation in an equivalent amount of land or in money at the option of the Cree community concerned unless for services of direct benefit to Category I lands or to such community.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of establishing the following public servitudes in the cases and subject to the conditions mentioned below:

a) infrastructures : such as regional roads and arteries, bridges, airports, maritime structures and protection and irrigation facilities;

b) local services : water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by local or municipal governments;

c) public utilities : electricity, gas, oil, telecommunications and telephones;

d) however, in the case of gas or oil pipelines or transmission lines, the servitudes shall be subject to the following:

i) they shall be situated the farthest way possible from the center of the village, in so far as reasonable, taking into account all circumstances, and in all cases at a distance of at least five (5) miles from the center of the village;

ii) necessary land taken for such purposes shall be replaced in all cases;

iii) all reasonable efforts shall be made to attempt to locate such transmission lines or pipelines in Category III or Category II lands, for equal cost;

iv) they shall be subject to the Environmental Regime, applicable to Category II lands, notwithstanding the provisions of Section 22 of the Agreement;

e) other servitudes of a similar nature established by law.

In the case of public servitudes, indemnity in lands or money, at the option of the Crees, must be effected, except in the case of public servitudes involving services which directly benefit Category I lands or the Cree community concerned. Direct benefit would be determined with respect to the potential use by and/ or future advantages to Category I lands and the community itself.

Where it is not otherwise possible for Québec to achieve the above without a full use and taking of the land, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph and paragraph 5.1.4, subject to the other provisions of this Section.

B) *Direct benefit*

Servitudes considered as being of direct benefit to Category I lands or the Cree community concerned would include servitudes involving public services expressly requested by the Cree community, essential services for the Cree communities provided such services are used by the Cree residents of the community and services designed to enhance the quality of life of the Cree inhabitants of the community.

Such servitudes would include but not necessarily be limited to such things as local services generally provided by municipal or local governments and by public utilities, local roads, bridges and community airports.

In all other cases not covered by the Agreement, burden of proof in establishing the direct benefit to the Category I lands of the community shall lie upon Québec.

In all cases, the Cree community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to Category I lands or to the community.

C) *Compensation in land or in money*

In the case of a servitude recognized not to be of direct benefit to Category I lands or to the Cree community, there shall be compensation in an equal amount of land or, at the option of the Crees, in an amount of money and/or land. However, such compensation shall be by replacement of land only when such servitudes effectively withdraw portions of Category I lands from the use or enjoyment of the Cree community concerned.

If the Cree community chooses compensation in the form of land, the Cree community shall indicate its selection preference to Québec as soon as the decision to proceed with the proposed public servitude is taken.

If necessary, Québec shall then propose to the Cree community taking into consideration the Cree community's preference, an area with similar characteristics, insofar as is possible, to Category I lands and contiguous to the location of the Category I lands subject to the servitude. Such area proposed as replacement shall be double the size of the land to be replaced. The community shall be then entitled to choose from this area a piece of land equal in size to that land effectively taken away for the purposes of the public servitude.

This procedure will precede the taking of land for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement land within the period of one hundred and twenty (120) days and provided there is no contestation of the right to acquire the servitude, the compensation would then have to take the form of money.

If there is no agreement between the Cree community and Québec respecting the determination of what is direct benefit to a community or if the community, instead of compensation in the form of land, chooses compensation in the form of money and the parties are unable to agree as to what is adequate compensation, the decision whether to be of direct benefit and the amount of compensation shall be fixed by the Expropriation Tribunal of Québec, unless the parties agree to submit the matter to binding arbitration.

D) *Impact assessment*

All proposed servitudes mentioned in sub-paragraphs 5.1.7Aa) and 5.1.7 Ad) shall be subject to the Environmental and Social Protection Regime applicable to Category II lands and the procedures for such

regime, which are contemplated by the Agreement. More particularly, and if appropriate, the proposed servitude will be subject to a prior environmental and social impact assessment report and a delay of at least sixty (60) days will be allowed for comments by and discussions with the community on the proposed work.

E) *Other*
Any land effectively withdrawn from Category I lands for the purpose of establishing a servitude which has been compensated for in the form of land or money will be classified as Category III lands.

If the holder of the servitude no longer requires such servitude, the community shall have the option to have the land formerly subject to such servitude reclassified as Category I lands provided that the land which was allocated to the community as compensation, if such was the case, reverts to Québec to be reclassified as Category II or Category III lands depending on its status before the said land was used for compensation.

Unless the Crees are compensated in money in respect to expropriations by Québec and subject to the provisions of paragraph 5.1.8, the total area of Category I lands shall never be less than 2,140.6 square miles without the consent of the Crees or exceed 2,140.6 square miles without the consent of Québec.

In respect to the above servitudes, and also subject to the consent of the Lieutenant-Governor in Council, all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

JBNQA, par. 5.1.7
A. corr.
compl. A. no. 3, s. 9

5.1.8 ***Expropriation by Canada***

Notwithstanding the Expropriation Act of Canada, no Category IA lands may be expropriated by Her Majesty in Right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the Agreement shall be interpreted in any way as limiting the power of Canada to expropriate for public purposes.

5.1.9 ***Public utility***

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with Provincial and Federal statutes and regulations and applicable local by-laws.

JBNQA, par. 5.1.9
A. corr.

5.1.10 ***Natural resources***

a) *Minerals and other underground rights*
In Category I lands, Québec remains the owner of the mineral and sub-surface rights with the exception of rights already granted by Québec, as of the execution of the Agreement.

However, no minerals or other sub-surface rights can be obtained, extracted, mined or exercised from or with respect to all Category I lands without the consent of the particular community with rights over such lands and only upon payment of compensation agreed upon, for the use of rights over such lands.

The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) on lands surrounded by or adjacent to Category I lands shall be dealt with through sub-paragraph 5.1.6(c) above as on other Category III lands. For the purposes

contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I lands may use the adjacent or surrounding Category I lands to the extent necessary to exercise their rights, subject to the provisions of sub-paragraph 5.1.6 c) above. Such works may include mining operations subject to the provisions mentioned in that paragraph.

Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of Oujé-Bougoumou Category I lands as depicted in Schedule 6 thereof) including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in sub-paragraph 5.1.6 c) of this Section, shall only be permitted with the Consent of the Cree community holding the rights to the lands affected. Moreover, specific authorization from Québec according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

b) *Substances ceded to the Native people*
Deposits of steatite (soapstone) or other similar material used for traditional arts and crafts will belong to the Native population.

c) *Gravel and other similar materials*
Permits must be obtained by the Cree community from the Québec Department of Natural Resources for the use of gravel and other similar material generally used for earthworks for personal and community use. However, the Québec Department of Natural Resources may not withhold such permits provided all the regulations are observed and the duties provided for under any applicable Provincial legislation shall not be collected.

The taking or use of such gravel shall also be subject to the Environmental and Social Protection Regime provided for under the Agreement in respect to Category I lands.

d) *Forests*
The Crees will have the right to use the forest for personal and community needs within Category I lands.

The respective Cree communities will likewise have the exclusive right to the commercial exploitation of forest resources within Category I lands by themselves or by third parties acting with their consent. However, in such case, the Cree community will have to obtain cutting rights or permits from the Québec Department of Lands and Forests, but the Department shall not withhold its consent to such permit, provided that such commercial cutting is in keeping with the development and marketing plan accepted by the Québec Department of Lands and Forests. In the event of such commercial exploitation, the community will not be obliged to pay stumpage dues to Québec but operations must respect Québec standards.

Subject to such permit and the requirements hereinabove stated, such resources shall be governed by the laws applicable to Category I lands. The general regime for forest protection, including the cost entailed, will be applicable.

JBNQA, par. 5.1.10
A. corr.
compl. A. no. 22, sch. 2, ss. 7 and 8

5.1.11 ***Residence***

Non-Native people presently residing in Category I lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands, and shall be subject to the general by-laws and regulations of the local government. Subject to the foregoing, non-Native people will not be allowed to reside in Category I lands except in accordance with the by-laws and regulations established by the local government. However, such by-laws and regulations must permit non-Native people to reside in the area

for purposes allowed by the local government, for purposes of administrative or public service duties or scientific research, provided such activities do not entail an influx of substantial numbers of people likely to alter in an appreciable way the demographic makeup of the community.

In particular, non-Crees married to Crees, and their immediate families in the first degree, shall have the right to reside in Category I lands.

5.1.12 *Access*

The general public will have access to all roads, arteries, airports, bridges, public sea-plane bases, wharves, harbours, rivers and principal lakes and public buildings and lands used for public purposes.

The following persons shall also be permitted access to Category I lands:

– persons authorized to reside on Category I lands;

– persons authorized to exercise a public function or engaged in technical surveys, the construction or operation of a public work or public utility;

– owners of mineral rights and persons engaged in the exercise thereof;

– as well as such other persons as may be authorized by the Cree Local Authority.

Subject to the foregoing, only members of the Cree band or community shall have access to Category I lands and the Cree Local Authority shall have by-law power to regulate access provided that any such by-law shall not negate or unreasonably restrict the right of access.

5.1.13 *Restrictions on Transfer*

No Category I lands may be sold or otherwise ceded except to the Crown in Right of Québec. However, in accordance with the terms of the Agreement, the Cree Local Authority may grant to any person, including non-Natives, servitudes, usufructs, other rights of use and occupation and leases respecting such lands, provided that where lands are leased or real rights granted to non-Natives for a period exceeding five (5) years, including any renewal thereof, the leasehold interest or real rights granted shall be, as of the date of the lease or grant, subject to all Provincial laws and regulations as if the lands over which the said leasehold interest or real rights are granted were Category IB lands.

Notwithstanding the immediately preceding paragraph, no watercourses or lakes or rights therein in Category IB lands may be granted by the Cree Local Authority to persons other than members of the Cree community for whom Category IB lands have been allocated.

In the event that a band of Crees occupying part of Category IA lands becomes extinct, Canada shall revest in Québec all the rights and interests transferred to it under the Agreement in Category IA lands occupied by the band prior to its becoming extinct.

Notwithstanding the foregoing, should a Cree band join another Cree band or should all the members of one (1) Cree band join another Cree band, the Category IA lands of the band or members joining another band shall be vested in that other band, provided that Crees are living on the land of the band with which the amalgamation is proposed.

5.2 Category II lands

5.2.1 *Definition*

Category II lands will comprise 25,130 square miles south of the 55th parallel of latitude where the James Bay Crees shall have the exclusive right of hunting, fishing and trapping and will also have the rights established under Section 24 of the Agreement. Other uses of Category II lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth below.

Provincial jurisdiction shall continue over Category II lands.

Category II lands shall not form part of any municipality except with the prior written agreement of the Cree Nation Government and Québec.

JBNQA, par. 5.2.1
A. corr.
compl. A. no. 3, s. 10
compl. A. no. 24, s. 3

5.2.2 *Third party interests*

The lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from Category II lands.

Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement (or prior to the execution of Complementary Agreement No. 22 in the case of lands within the area of the Oujé-Bougoumou Category II lands as depicted in Schedule 6 thereof) by way of lease or occupation permits or lands which are the object of mining claims, development licenses, exploration permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall be Category II lands.

Lands within said Category II lands which are presently the object of exploration permits issued to La Société de développement de la Baie James shall fall into Category II lands with the right to explore, develop and mine as if such lands were Category III lands, in respect to the exercise of the rights under permits, subject to the provisions of paragraph 5.2.3.

Moreover, existing roads, landing strips, airport installations, sea-plane bases and maritime structures shall be Category III lands, and as such, shall be excluded from the administrative regime applicable to Category II lands. The large bodies of water surrounded fully or partially by Category II lands but excluded from Category II lands are identified in the said territorial descriptions.

Subject to this Agreement and the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002, the third party interests, such as (i) permits, (ii) leases, (iii) mining claims and (iv) timber supply and forest management agreements (CAAF's) with a view to the continued access of the forestry industry to the resources as provided for therein, existing on Category II lands as of July 24, 2012, shall be maintained in accordance with the applicable laws.

JBNQA, par. 5.2.2
compl. A. no. 22, sch. 3, s. 1
compl. A. no. 24, s. 4

5.2.3 *Development*

Category II lands may be appropriated by Québec for development purposes, provided such lands are replaced or, if the native people wish, and an agreement can be reached thereon, they are compensated.

Unless such activities are directly related to pre-development, the rights or the exercise thereof of non-Native people, in respect to their lawful activities, shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to Native people under the Section of the Agreement relating to hunting, fishing and trapping (Section 24).

For the purposes of the Agreement in respect to Category II lands: "development" shall be defined as any act or deed which precludes hunting, fishing and trapping activities by Native people, except for pre-

development; and “pre-development” shall be defined as any act or deed of an exploratory nature exercised during a limited time in view of researching information to decide if development will take place or not.

In the case of development, should the Cree community choose replacement of land, the community shall indicate its preference to Québec as soon as the decision to proceed with the development is taken and communicated.

If there is no agreement in respect to the choice of land, Québec shall then propose to the Cree community taking into consideration the Cree community's preference, an area with the similar characteristics, insofar as is possible, as Category II lands and contiguous to the location of the Category II lands subject to the replacement. Such area proposed as replacement shall be double the size of the land to be replaced. The Cree community shall then choose from this area a piece of land contiguous to the Category II lands and equal in size to that land effectively taken away for the purposes of such development as full compensation for the land taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of land for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the development or any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the Environmental Regime set forth in Section 22 of the Agreement.

5.2.4 *Public servitudes*

Notwithstanding the above definition of development, all public servitudes may be established on Category II lands without payment of indemnity.

5.2.5 *Natural resources*

a) *Minerals and other underground rights*

Mineral exploration and technical surveys do not constitute development as defined herein and may be carried out without replacement of lands and without payment of indemnity, but subject to the provisions of the Environmental and Social Protection Regime of the Agreement. Moreover, such mineral exploration and technical surveys must be carried out so as to avoid unreasonable conflict with harvesting activities.

b) *Use of soapstone*

The right to use soapstone for traditional arts and crafts purposes may be acquired by the Native people through their respective local governments by way of a permit from the Québec Department of Natural Resources. Such permit may not be unreasonably withheld. This special permit will be provided for under the Mining Act and will give the rights to use this mineral substance only for the use of traditional arts and crafts purposes.

The lands in question will have to be marked in the field by the Native people by using a method analogous to the one used for claim staking. The area will have to be restricted to the outcrops easily accessible to the Native people. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on that land.

c) *Forests*

Forest operations are compatible with hunting, fishing and trapping activities.

Commercial cutting programs in Category II lands will be defined according to management plans elaborated by the Québec Department of Lands and Forests, which shall take into consideration the hunting, fishing and trapping activities

Operations must respect Québec standards and the general regime for forest protection will be applicable.

5.2.6 ***Access***

Subject to the rights of the Native people, under the Hunting, Fishing and Trapping Section (24) of the Agreement, persons exercising a right compatible with such rights of the Native people as well as persons exercising some duty imposed by law shall have access to Category II lands and may remain thereon, and erect constructions thereon, subject to the general restrictions of law and the provisions imposed by this Section of the Agreement and subject to the following additional restrictions:

a) *Tourism and recreation*
Non-Native people will not be allowed to hunt, fish or trap in Category II lands, except with the consent of the Native people, and subject to the rights of the non-Natives set forth in the Hunting and Fishing Regime (Section 24).

b) *Exploration, pre-development activities, scientific studies and administrative purposes*
Persons wishing to carry out such works shall be required to obtain an authorization for same from Québec. Such a request for authorization shall have to include the following information: objective, nature, importance of the work to be effected, duration and a description of the installations involved.

In case such authorization is granted, the Native people shall be advised of the information so given to Québec, as soon as is reasonably possible.

However, works which do not involve substantial operations in the field, such as geoscientific works and mining exploration of the type provided for by the Québec Mining Act will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

Nonetheless, such works shall be carried out in such a manner as to avoid unreasonable conflict with the rights of the Native people under the Hunting, Fishing and Trapping Regime.

JBNQA, par. 5.2.6
A. corr.

5.2.7 ***Special provisions concerning the Mistassini area outfitting camps***

Notwithstanding paragraph 24.9.2, the Québec shall be allowed to operate the Louis Jolliet and Vieux Poste Camps as well as the outposts of these two camps for a period of ten (10) years; during this period, the Québec shall take all reasonable means to train Cree persons in all aspects of the outfitting business so that the Crees may, if they wish, take over completely the operation of these camps at the end of this ten (10) year period.

JBNQA, par. 5.2.7
A. corr.

5.3 Category III lands

5.3.1 General access to Category III lands will be in accordance with Provincial legislation and regulations concerning public lands.

The regime for the use of soapstone in Category III lands shall be that applicable, *mutatis mutandis*, to Category II lands.

5.4 Wood rights for native people on category II or III

5.4.1 Québec shall guarantee a supply of wood necessary for the operation of the present Paint Hills sawmill or an equivalent wood supply subject to the approval of the Minister of Lands and Forests of a location other than the Paint Hills area for such wood supply. No stumpage dues shall be payable for such wood supply.

5.4.2 In addition, Québec will consider proposals submitted by the Native people which would have the effect of creating employment for Native people and other residents of the Territory and are in accordance with the planning of the Québec Department of Lands and Forests.

5.4.3 The Crees shall pay stumpage dues for commercial utilization of such wood rights on Category II or III lands.

5.4.4 Specific arrangements for the operation contemplated shall be discussed and agreed upon with the Québec Department of Lands and Forests. However, the Crees shall be liable for the payment of costs incurred under the general regime for forest protection.

5.5 Development

5.5.1 Notwithstanding anything else contained in the Agreement Québec, La Société d'Énergie de la Baie James, Hydro-Québec and La Société de Développement de la Baie James and their nominees and such other persons acting lawfully shall have the right subject to all applicable laws and regulations to develop the land and resources in Category III lands and also, for the purpose of development, Québec has the right to take Category II lands subject to the replacement or compensation as specified in this Section and such Category II lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Native people by and in accordance with the Section on Hunting, Fishing and Trapping shall be subject to the right to develop Category III and Category II lands on the part of Québec, Hydro-Québec, La Société d'Énergie de la Baie James and La Société de Développement de la Baie James and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime.

5.5.2 Subject to laws and regulations of general application except as hereinafter provided in paragraph 5.5.3, Québec, La Société d'Énergie de la Baie James, Hydro-Québec and all public bodies, agencies and corporations authorized by law may modify or regulate the flow of rivers of Categories II and III lands even if such rivers are flowing through or adjacent to Category I lands or have downstream effect on the part of such rivers included within Category I lands, subject to the following provisions:

a) The flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river.

b) For the purposes of establishing or exercising the servitudes contemplated by article 5.1.7 of this Section, the water level may be raised above the highest recorded level subject to the provisions of this Section.

c) If shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, La Société d'Énergie de la Baie James, Hydro-Québec or the public bodies, agencies or corporations shall be liable for damages to such facilities, installations or rights in connection therewith.

The special provisions of Section 8 of this Agreement shall take precedence over the provisions of the present article.

5.5.3 Québec, La Société d'Énergie de la Baie James, Hydro-Québec and the said public bodies, agencies and corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 5.5.2 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

5.6 Legislation

The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

SECTION 6
Land Selection – Inuit of Québec

6.1 Category I lands

6.1.1 *Allocation*

The lands granted in ownership by Québec to the Inuit of Québec and to the Inuit of Port Burwell for Inuit community purposes shall be allocated to the Inuit communities for selection in approximately equal amounts, save and except for Port Burwell and Fort George.

The total area granted herein shall be 3,250 sq. mi. including 120 sq. mi. for the Crees of Great Whale River and the area for each community may be adjusted slightly with the consent of Québec and the Northern Quebec Inuit Association prior to final selection as provided herein.

The allocations to the communities of Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuaq (Port Harrison), Kangirsualudjuak (George River), Kangirsuk (Payne Bay) Kuudjuaq (Fort Chimo), Tasiujaq (Leaf Bay), Koartac, Killinik (Port Burwell), Kangirsujuaq (Wakeham Bay), Salluit (Sugluk), Ivujivik, and Great Whale River shall be as shown on the maps attached as Schedule 1 to this Section and forming an integral part of this Section.

The Category I lands selected by the Inuit community of Great Whale River (Poste-de-la-Baleine), located in the Lake Guillaume-Delisle, shall be allocated in equal parts to the communities of Kuujjuarapik (formerly Poste-de-la-Baleine) and Umiujaq (formerly Lac Guillaume-Delisle), so that each will have two hundred and eighty-five square kilometres and twenty-five hundredths (285.25 km^2).

The allocation to the Inuit of Fort George shall be those lands south of the 55^{th} parallel granted to the Inuit of Québec pursuant to Sub Section 7.1.1.

For a period not exceeding one (1) year from the date of execution of the Agreement, the authorized representatives of the said communities may apply to Québec for revision of the boundaries of the allocations of such communities which may be modified by mutual agreement of such representatives and Québec, if it does not substantially alter the character and effect of the original selection.

The Inuit communities which on the date of execution of the Agreement have not made their selections, shall select the lands allocated to them pursuant to this paragraph from within the areas indicated on the maps attached as Schedule 3 to this Section. Such areas shall be withdrawn from claim staking and no exploration permits shall be issued with respect to such lands for a period of one (1) year from the execution of the Agreement or until the completion of selection, whichever is the sooner.

The selection made by the said communities shall be subject to mutual approval of the respective communities and Québec.

In the case of selection of the lands to be allocated to the Inuit Community of Fort George, the selection shall be subject to the mutual consent of the Inuit of Fort George, the Cree Band of Fort George and Québec.

If selections are not received by Québec within two (2) years from the date of execution of the Agreement, Québec shall designate the allocated Category I lands from the areas withdrawn for selection.

JBNQA, par. 6.1.1
A. corr.
Compl. A. no. 6, s. 1
Compl. A. no. 16, s. 1
Compl. A. no. 23, s. 1

6.1.2 *Survey of Category I lands*

The boundaries of all Category I lands selected by the Inuit of Québec shall be surveyed no later than five (5) years following the coming into force of the Agreement. Such surveys shall follow the map identifications referred to in Schedule 1 of this Section.

The said surveys shall be done by meander where the boundaries of Category I selections are coincident with identifiable natural features such as rivers and lakes and shall be done by straight line with no less than one (1) mile between angle points if possible where no identifiable natural features are coincident with the map descriptions of such lands.

Monumentation along the said surveys shall be done in accordance with normal survey practice.

Each survey shall be done within the attainable accuracy using the usual technical procedures for such works.

Surveys shall be submitted to the Inuit Community Corporation concerned for its comments prior to submission for homologation. At the request of the Inuit Community Corporation concerned, the survey crews shall include a nominee of the said corporation to act as an observer, at its expense.

Québec and/or Canada undertakes to pay all costs of survey and monumentation.

6.2 Category II lands

6.2.1 *Allocation*

The Inuit communities of Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuak (Port Harrison), Kangirsualudjuak (George River), Kangirsuk (Payne Bay), Kuudjuak (Fort Chimo), Tasiujaq (Leaf Bay), Koartak, Killinek (Port Burwell), Kangirsujuak (Wakeham Bay), Salluit (Sugluk), Povungnituk, Ivujivik and Great Whale River shall each be allocated an area of Category II lands that is the aggregate of one thousand (1,000) square miles and three and one half (3.5) square miles for each member of the community at the date of the execution of the Agreement. The remainder of the allocation to the Inuit of Québec and to the Inuit of Port Burwell shall be apportioned in accordance with an agreement to be made between the land selection committees of each community.

The said method of allocation shall apply to the selection of Category II lands of Great Whale River by the Inuit and the Crees. The basic allocation of 1,000 square miles shall consist of 600 square miles for the Inuit and 400 square miles to the Crees, subject to the provisions of paragraph 8.3 of Annex 1 of Section 4. There shall be representation of the Crees and Inuit of Great Whale River in the decisions of the land selection committees concerning the allocation of the abovementioned remainder of Category II lands.

The Category II lands of the Inuits of Poste-de-la-Baleine located in the Lake Guillaume-Delisle and Lake Minto region shall be divided as follows between the Inuit communities of Kuujjuarapik (formerly Poste-de-la-Baleine) and Umiujaq (formerly Lac Guillaume-Delisle): of the total area of seven thousand five hundred and ninety-nine square kilometres (7,599 km^2), Kuujjuarapik shall select 60 % of the said area, namely four thousand five hundred and sixty-five square kilometres (4,565 km^2) and Umiujaq shall select 40 % of the said area, namely three thousand and thirty-four square kilometres (3,034 km^2).

JBNQA, par. 6.2.1
A. corr.
Compl. A. no. 3, s. 11
Compl. A. no. 16, s. 2

6.2.2 *Criteria for selection*

Category II land selections shall take into account the wildlife productivity of the land, the usability of such lands for harvesting, and existing developments as well as other lands necessary as a habitat for the protection of wildlife, and all existing rights granted at the time of the Agreement, and known development projects.

Each unit of land selected shall comprise an area of not less than fifty (50) square miles.

No more than three (3) discontiguous units of land, not including intertidal zone selections, per community shall be selected unless agreed to otherwise by Québec. Each unit of land shall be compact and each portion of such land shall have a ratio of average width to length of four (4) to one (1), unless agreed to otherwise by Québec.

Such lands shall be selected within two (2) years of the date of execution of the Agreement, and the selection shall be subject to mutual approval of the respective communities and Québec failing which Québec shall have the right to designate such Category II lands after consultation with the interested Native party.

In front of Category I and II lands, the intertidal zone may be selected as Category II lands.

The aggregate of Category I and Category II selections shall not exceed fifty-five percent (55%) of the coastline of the Territory north of the 55th parallel, distributed as evenly as possible along the coast.

6.3 Other rights

6.3.1 *Timber rights*

The Inuit Community Corporations of Kuudjuaq (Fort Chimo) and Kangirsualujuak (George River) shall have exclusive timber rights on those tracts of land identified in Schedule 2 attached to this Section. Such rights shall be for personal and community use and shall be exercised in accordance with management plans to be agreed upon with the Department of Lands and Forests. However, such timber rights shall be subject to the right to develop the lands over which the timber rights are granted herein.

Where, in accordance with the said plans, additional forestry operations are permitted, the said Inuit Community Corporations shall be permitted to supply timber to other Inuit Community Corporations.

6.4 Great Whale River

Should a majority of the Inuit of Great Whale River decide to move to Richmond Gulf within a period of five (5) years from the date of the coming into force of the Agreement, Québec agrees that Québec and/or its agencies or mandataries shall assist the Inuit of Great Whale, such assistance to include the provision of funds, in carrying out the move to Richmond Gulf, on terms and conditions to be negotiated.

Should the Inuit of Great Whale River decide to move to Richmond Gulf as aforesaid, Canada agrees to assist the Inuit of Great Whale River in carrying out the move to Richmond Gulf and establishing an Inuit Community in such location, within the scope of federal programs from time to time in effect and, in particular, Programs in effect for the Inuit of Canada.

JBNQA, subs. 6.4
A. corr.

6.5 Schedules

Notes :

The International System is used to indicate distances and areas in the preliminary territorial descriptions in Schedule 1 and in Schedule 5 of the present Section. The distances indicated and the areas delimited by the said descriptions are approximate.

The said descriptions describe external limits and do not take into account enclaves of Category III lands which may exist within Category I lands and Category II lands.

Lakes and rivers and the islands situated within these lakes and rivers, within Category I lands or Category II lands, form part of Category I lands or Category II lands, as the case may be.

Unless otherwise provided, when 50% or more of the area of a lake falls within the external limits of Category I lands or Category II lands described in Schedule 1 or 5 of the present Section, the lake forms part of Category I lands or Category II lands, as the case may be, and its area is included in the calculation of the area of these lands.

In the case where the boundaries of Category II lands as described in Schedule 5, encroach upon the actual location of lands which are the object of mining claims or mining exploration permits, in force as of November 11, 1975, the said boundaries shall be moved to the same extent so as to exclude the said lands from Category II lands. The provisions of the present paragraph do not apply to mining exploration permits numbers 534, 521 and to that part of exploration permit no. 403 situated on the shore of Kyak Bay.

The boundaries of Category II lands may be adjusted prior to the preparation of the final map showing the said lands, to conform with the total area of Category II lands allocated to each of the Inuit communities, with the distribution of Category I and Category II lands along the coast (55% - 45%) with other technical requirements and, if necessary, to increase to one hundred and twenty nine square kilometres and five tenths (129,5 Km2) the area of the blocks of Category II lands less than the said number.

Québec and the interested native party can modify the preliminary territorial descriptions to take into account the modifications that may be agreed to by the interested parties and that the modified descriptions correspond to the areas foreseen for the Category I lands and the Category II lands. Such modifications must take into account the precision of existing cartographic and survey techniques.

The preliminary territorial descriptions of Category I lands were prepared from preliminary maps numbers 79-CC6-I-1 to 13, on record at le bureau du Coordonnateur ministériel en Milieu amérindien et inuit du ministère de l'Énergie et des Ressources, and must substantialy correspond to the said maps. The said maps take into account the provisions of the present Section. Every preliminary map is kept on record until the map of Category I lands, approved by the interested Inuit Community prior to the survey, is on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources. The plan and the technical territorial description of Category I lands, after having been submitted to the interested Inuit Community Corporation, are on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, and replace the map prepared for the survey and the preliminary territorial description of the aforesaid lands.

The preliminary territorial descriptions of Category II lands were prepared from preliminary maps numbers 79-CC6-II-1 to 12, on record at le bureau du Coordonnateur ministériel en Milieu amérindien et inuit du ministère de l'Énergie et des Ressources, and must substantially correspond to the said maps. The said maps take into account the provisions of the present Section. The final map and the technical territorial description of Category II lands, after having been approved by resolution of the interested Inuit Community Corporation, are on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, and replace the preliminary map and the preliminary territorial description of the aforesaid lands. Every preliminary map is on record until it is replaced by the final map.

The following Schedules form an integral part of this Section, including the notes on the maps forming part thereof.

Schedule 1

Preliminary territorial descriptions of Category I lands

Schedule 2

Exclusive timber rights

Schedule 3

List of waterbodies subject to 200 foot restriction

Schedule 4

List of waterbodies excluded from Category II land selections

Schedule 5

Preliminary territorial descriptions of Category II lands

Schedule 6

Parc national des Pingualuit.

JBNQA, subs. 6.5
A. corr.
Compl. A. no. 6, ss. 2, 3, 4 and 5
Compl. A. no. 17, s. 1

6.6 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Annex 1

Category 1 selections – Inuit

1.0 KILLINIQ

1.1 Category I lands

Part One

A territory situated to the east of Ungava Bay and to the south of McLelan Strait and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the north shore of the south arm of Coates Inlet and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 64º 50' 08" west; in a direction north 20º 45' east, a distance of approximately one thousand five hundred and twenty-five metres (1 525 m), until it meets the point of intersection of the watershed of Ungava Bay and of Labrador Sea; in a northerly and easterly direction, the said watershed until it meets the point of intersection of a line parallel to the high watermark of the south shore of McLelan Strait and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northwesterly, southeasterly, northwesterly, southwesterly and easterly direction, the said line parallel to the high watermark of the shore of McLelan Strait, of Young Inlet, of Ungava Bay, of the north shore of Coates Inlet up to the point of commencement.”

Part Two

A territory extending on both sides of Bell and Langley Inlets and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of a line parallel to the high watermark of the east shore of Low Inlet and at a distance from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the south shore of the outlet of a lake, approximately at the parallel of latitude 59º 50' 55" north; in an easterly direction, neighbouring the parallel of latitude 59º 50' 55" north, the high watermark of the south shore of a succession of streams and lakes, until it meets meridian 65º 12' west; in a direction south 68º 00' east, a distance of approximately one thousand eight hundred metres (1 800 m) until it meets the point of intersection of the high watermark of the northeast shore of a lake whose geocentric coordinates are 65º 09' 30" west and 59º 50' 10" north; in a southeasterly direction, the high watermark of the northeast shore of the above mentionned lake until it meets the parallel of latitude 59º 50' 05" north; in a direction north 17º 30" east, a distance of approximately one thousand nine hundred and five metres (1 905 m), until it meets the point of intersection of the high watermark of the north shore of the northwest arm of a lake whose geocentric coordinates are 65º 06' 40" west and 59º 50' north; in an easterly direction, the said high watermark of the north shore of the above mentioned lake until it meets the meridian 65º 06' 15" west; in a direction north 35º 00' east, a distance of approximately four thousand eight hundred and forty-five metres (4 845 m), until it meets the point of intersection of the high watermark of the west shore of lake Edward; in a southerly, easterly and northerly direction, the said high watermark of the west, south and east shore of lake Edward until it meets the parallel of latitude 59º 53' 08" north; in a direction south 88º 00' east, a distance of one thousand five hundred fifty-five metres (1 555 m); in a direction north 36º 00' east, a distance of approximately three thousand four hundred and fifteen metres (3 415 m), until it meets the point of intersection of the high watermark of the southwest shore of a lake whose geocentric coordinates are 64º 58' west and 59º 54' 45" north; in a southeasterly, northeasterly and northwesterly direction, the said high watermark of the southwest, southeast and northeast shore of the above mentioned lake until it meets the point of intersection of the extension towards the northeast of the line immediately above mentioned; in a direction north 36º 00' east, a distance of approximately two thousand five hundred and thirty metres (2 530 m), until it meets the point of

intersection of the high watermark of the southwest shore of a lake whose geocentric coordinates are 64° 58' west and 59° 56' 40" north; in a northwesterly and northeasterly direction, the said high watermark of the west and north shore of the above mentioned lake until it meets the meridian 64° 58' west; in a direction north 30° 00' west, a distance of approximately one thousand eight hundred and thirty metres (1 830 m), until it meets the point of intersection of the high watermark of the south shore of a lake whose geocentric coordinates are 65° 02' west and 59° 59' 15" north; in a northwesterly and westerly direction, the said high watermark of the watermark of the south shore of the above mentioned lake and of the south shore of the southwest outlet of the above mentioned lake until it meets the point of intersection of a line parallel to the high watermark of the east shore of the inlet situated immediately north of Bell Inlet and at a distance from the said east shore of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southeasterly direction, the said line parallel to the high watermark of the east shore of the said inlet until it meets the parallel of latitude 59° 57' 22" north; in a northwesterly direction, the said line parallel to the high watermark of the shore of the said inlet, of Bell Inlet, of Ungava Bay, of Langley Inlet and of the east shore of Low Inlet up to the point of commencement."

1.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the McLelan Strait and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at two hundred and ninety square kilometres and fifty-two hundredths (290,52 km^2).

2.0 KANGIQSUALUJJUAQ

2.1 Category I lands

A territory situated on the southeast shore of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the east shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 65° 58' west; in a direction north 47° 05' east, a distance of two thousand one hundred and sixty-five metres (2 165 m); in a direction north 30° 30' east, a distance of three thousand eight hundred and twenty-five metres (3 825 m); in a direction north 47° 45' east, a distance of seven thousand eight hundred metres (7 800 m); in a direction north 25° 15' east, a distance of seven thousand and forty metres (7 040 m); in a due north direction, a distance of approximately ten thousand seven hundred and seventy-five metres (10 775 m), until it meets the high watermark of the south shore of a lake, at a point situated approximately at the parallel of latitude 58° 42' 30" north; in an easterly direction, the high watermark of the south shore of the lake above mentioned and of the southwest shore of Barnoin River until the parallel of latitude 58° 40' 25" north; in an easterly direction, until it meets the high watermark of the east shore of Barnoin River; in an easterly and northerly direction, the said high watermark of Barnoin River and the high watermark of the outlet of a lake having geocentric coordinates 65° 36' 45" west and 58° 42' 25" north; in an easterly direction neighbouring the parallel of latitude 58° 42' 25" north, the high watermark of the north shore of a succession of streams and lakes until it meets the high watermark of the west shore of Koroc River; in a northwesterly direction, the said high watermark of the west shore of Koroc River until the meridian 65° 46' 15" west; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly, southerly and easterly direction a line parallel to the high watermark of the south shore of Ungava Bay and of the east shore of George River and distant from the said high watermark of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until a point situated at one kilometre and sixty-one hundredths (1,61 km), west of the center of the community of Kangiqsualujjuaq; in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly direction, the high watermark of George River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a northeasterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly direction, a line parallel to the high watermark of

the east shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

2.2 Category I special lands

Part One

A territory situated on the west shore of George River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the west shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 66° 09' 30" west; in a direction south 23° 00' east, a distance of ten thousand four hundred and seventy metres (10 470 m); in a direction south 86° 15' east, a distance of approximately five thousand two hundred and ninety metres (5 290 m), until it meets a line parallel to the high watermark of the west shore of George River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northwesterly direction, the said line parallel to the high watermark of George River up to the point of commencement."

Part Two

A territory situated on the north shore of Koroc River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

" Commencing at the point of intersection of the high watermark of the north shore of Koroc River with the parallel of latitude 58° 47' 33" north; in a direction north 7° 00' west, a distance of four thousand eight hundred and fifteen metres (4 815 m); in a direction north 33° 00' west, a distance of six thousand nine hundred and five metres (6 905 m); in a direction north 62° 00' west, a distance of approximately four thousand and ten metres (4 010 m), until it meets the high watermark of the east shore of a lake having geocentric coordinates 65° 45' 45" west and 58° 55' 30" north; in a southerly direction, the said high watermark of the east shore of the lake above mentioned until the meridian 65° 45' 30" west; in a direction south 58° 00' west, a distance of approximately one thousand two hundred and sixty-five metres (1 265 m), until it meets a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly direction, the said line parallel to the high watermark of Ungava Bay until the meridian 65° 46' 15" west; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southeasterly direction, the high watermark of the north shore of Koroc River up to the point of commencement."

2.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the George River and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands and Category I special lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km^2).

3.0 KUUJJUAQ

3.1 Category I lands

A territory situated on the west shore of Koksoak River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the north shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 68° 32' west; in a direction north 27° 00' west, a distance of approximately nine thousand two hundred and thirty-five metres (9 235 m), until it meets the high watermark of the south shore of a lake having geocentric coordinates 68° 36' 05" west and 58° 06' 25" north; in a northeasterly and northwesterly

direction, the said high watermark of the east and north shore of the lake above mentioned; in a westerly direction, the high watermark of the north shore of the outlet of the lake above mentioned until it meets the high watermark of the east shore of a lake having geocentric coordinates 68° 36' 25" west and 58° 09' 55" north; in a northeasterly, northerly and southwesterly direction, the said high watermark of the east and north shore of the lake immediately above mentioned until the parallel of latitude 58° 10' 15" north; in a due west direction, a distance of approximately one thousand two hundred and five metres (1 205 m), until it meets the high watermark of the east shore of lake Gabriel; in a general northeast direction, the said high watermark of the east shore of lake Gabriel until the parallel of latitude 58° 18' 20" north; in a direction south 63° 30' east, a distance of one thousand three hundred and ten metres (1 310 m); in a direction south 8° 30' east, a distance of five thousand and ninety metres (5 090 m); in a direction south 54° 10' east, a distance of two thousand three hundred and thirty metres (2 330 m); in a direction north 49° 10' east, a distance of two thousand and forty metres (2 040 m); in a direction north 10° 00' east, a distance of five thousand nine hundred and seventy-five metres (5 975 m); in a direction north 7° 30' west, a distance of four thousand six hundred and fifty metres (4 650 m); in a direction north 17° 20' east, a distance of three thousand seven hundred and thirty-five metres (3 735 m); in a direction south 76° 00' east, a distance of approximately six hundred and seventy metres (670 m), until it meets the high watermark of the west shore of Nepihjee River, approximately at the parallel of latitude 58° 22' 45" north; in a southerly direction, the said high watermark of the west shore of Nepihjee River until the parallel of latitude 58° 21' 25" north; in a due east direction until it meets the high watermark of the east shore of Nepihjee River; in a northeasterly and southeasterly direction the said high watermark of the east shore of Nepihjee River until the parallel of latitude 58° 22' 25" north; in a direction north 59° 40' east, a distance of nine thousand two hundred and ninety-five metres (9 295 m); in a direction south 85° 15' east, a distance of approximately two thousand nine hundred and ninety metres (2 990 m), until it meets a line parallel to the high watermark of the west shore of the Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly and southwesterly direction, the said line parallel to the high watermark of the west shore of Koksoak River until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Kuujjuaq; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, the high watermark of Koksoak River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a westerly direction a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, a line parallel to the high watermark of the west shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

3.2 Category I special lands

A territory situated on the east shore of Koksoak River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the east shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the high watermark of the north shore of a river whose mouth is at the parallel of latitude 58° 15' north; in a southeasterly direction, the high watermark of the north shore of the river above mentioned until the parallel of latitude 58° 14' 15" north; in a direction south 45° 20' east, a distance of seven hundred and thirty metres (730 m); in a direction south 10° 20' west, a distance of eight thousand one hundred and ten metres (8 110 m); in a direction south 38° 50' east, a distance of approximately one thousand seven hundred and five metres (1 705 m), until it meets the high watermark of the northwest shore of lake Hendry; in a southwesterly direction, the said high watermark of the northwest and west shore of lake Hendry until the parallel of latitude 58° 05' 30" north; in a direction south 64° 40' west, a distance of two thousand and seventy metres (2 070 m); in a direction south 60° 30' west, a distance of two thousand five hundred and ninety metres (2 590 m); in a direction south 33° 00' west, a distance of one thousand six hundred and seventy-five metres (1 675 m); in a direction south 11° 40' west, a distance of one thousand eight hundred and thirty metres (1 830 m); in a direction

north 77° 00' west, a distance of approximately one thousand three hundred and ten metres (1 310 m), until it meets a line parallel to the high watermark of the east shore of Koksoak River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northeasterly direction, the said high watermark of the east shore of Koksoak River up to the point of commencement."

3.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Koksoak River and the boundary of lands above described, as well as the area of two square kilometres and thirty-three hundredths (2,33 km^2) of land situated on the west side of lake Kohlmeister, are included in the calculation establishing the area of those Category I lands and of Category I special lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km^2).

3.4 The land regime for Category I lands does not apply to the land west of lake Kohlmeister, shown on plan number 150-15a on record in the archives of le service de l'Arpentage du ministère de l'Énergie et des Ressources, which will be ceded by letters patent to the Inuit Community Corporation of Fort-Chimo.

4.0 TASIUJAQ

4.1 Category I lands

Part One

A territory situated on the south shore of Leaf River and on the west and south shore of Leaf Basin and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the west shore of Trading Post Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 58° 39' 55" north; in a direction south 37° 30' west, a distance of five thousand seven hundred metres (5 700 m); in a direction south 33° 45' west, a distance of approximately ten thousand eight hundred metres (10 800 m), until it meets the high watermark of the east shore of a river, approximately at a point of latitude 58° 32' 35" north; in a southwesterly and southerly direction, the said high watermark of the east shore of the river above mentioned and of the east and south shore of a lake having geocentric coordinates 69° 52' 30" west and 58° 26' 30" north, until it meets the parallel of latitude 58° 25' 25" north; in a direction south 81° 20' west, a distance of approximately four thousand nine hundred and forty metres (4 940 m), until it meets the high watermark of the east shore of Lake Canal; in a northeasterly, northwesterly and southwesterly direction, the said high watermark of the east, north and west shore of Lake Canal, until it meets the extension of the line above mentioned; in a direction south 84° 00' west, a distance of eight thousand five hundred metres (8 500 m); in a direction north 57° 45' west, a distance of eight thousand six hundred and twenty-five metres (8 625 m); in a direction north 35° 00' east, a distance of four thousand nine hundred and seventy metres (4 970 m); in a direction north 6° 00' east, a distance of eight thousand one hundred and forty metres (8 140 m); in a direction north 76° 15' east, a distance of six thousand four hundred and fifteen metres (6 415 m); in a direction south 76° 30' east, a distance of four thousand nine hundred and twenty metres (4 920 m), in a due north direction, a distance of approximately twenty-one thousand two hundred and fifteen metres (21 215 m), until it meets a line parallel to the high watermark of the south shore of Leaf River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at a meridian 69° 59' 30" west; in a northeasterly and southerly direction, the said line parallel to the high watermark of the south shore of Leaf River and of the west shore of Leaf Basin, until a point situated at one kilometre and sixty-one hundredths (1,61 km) north of the center of the community of Tasiujaq; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly and easterly direction, the high watermark of Leaf Basin, a distance of three kilometres and twenty-two hundredths (3,22 km); in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly, southwesterly, northeasterly and southeasterly direction the line parallel to the high watermark of the

south shore of Leaf Basin, of the west, south and east shore of Center Bay and of the west shore of Trading Post Cove and distant from the said high watermark of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

Part Two

A territory situated on the east shore of North Arm and on the west shore of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of North Arm and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 58° 52' 50" north, approximately at the meridian 69° 39' 35" west; in a direction north 10° 30' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 85° 00' east, a distance of three thousand three hundred and fifty metres (3 350 m); in a direction south 32° 00' east, a distance of two thousand five hundred metres (2 500 m); in a direction south 16° 20' east, a distance of three thousand four hundred and forty-five metres (3 445 m); in a direction north 61° 00' east, a distance of approximately five hundred and eighty metres (580 m), until it meets a line parallel to the high watermark of the west shore of Leaf Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southerly, westerly, northerly and southeasterly direction, the said line parallel to the high watermark of the west shore of Leaf Bay, of the north shore of Leaf River and of the east shore of North Arm up to the point of commencement."

4.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Leaf River, of the Leaf Basin, of the Leaf Bay and of the North Arm and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km^2).

4.3 After consultation with the Inuit Community Corporation of Tasiujaq, Québec shall have the right, within the territory hereafter described, to choose areas for the construction of roads, railways, harbours and other facilities related to such infrastructures, necessary for any development, without payment of compensation in money to the Inuit Community Corporation. Such lands removed from Category I lands for such purposes shall become Category III lands and shall be replaced in accordance with the provisions of Section 7.

This territory is situated on the south shore of Leaf River and to the west of Leaf Basin and comprises all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the south shore of Leaf River with the meridian 69° 59' 30" west; in a northeasterly and southerly direction, the said high watermark of the south shore of Leaf River and the west shore of Leaf Basin until the parallel of latitude 58° 42' 50" north; in a due west direction, a distance of approximately three thousand three hundred metres (3 300 m), until the meridian 69° 59' 30" west; in a due north direction, a distance of approximately four thousand four hundred metres (4 400 m) up to the point of commencement."

5.0 AUPALUK

5.1 Category I lands

Part One

A territory situated on the west shore of Ungava Bay and the south shore of Hopes Advance Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the south shore of Funnel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 38' 25" west; in a direction south 19° 45' west, a distance of eight thousand eight hundred

and seventy metres (8 870 m); in a direction south 39° 15' west, a distance of six thousand six hundred and fifteen metres (6 615 m); in a direction south 19° 35' east, a distance of two thousand and twenty-five metres (2 025 m); in a direction north 48° 00' east, a distance of six thousand nine hundred and eighty metres (6 980 m); in a direction north 54° 30' east, a distance of twelve thousand six hundred and fifty metres (12 650 m); in a direction north 51° 30' east, a distance of approximately eight thousand five hundred and eighty metres (8 580 m), until it meets a line parallel to the high watermark of the west shore of De Villiers Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northerly, northwesterly and southwesterly direction, the said line parallel to the high watermark of De Villiers Cove, of the south shore of Ungava Bay and of Hopes Advance Bay and of the west and south shores of Funnel Cove up to the point of commencement."

Part Two

A territory situated on the south shore of Chien Rouge River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the south shore of Chien Rouge River with the meridian 69° 55' 20" west; in a direction south 30° 00' west, a distance of five thousand two hundred and seventy-five metres (5 275 m); in a direction south 35° 00' west, a distance of twelve thousand two hundred and fifty metres (12 250 m); in a direction south 46° 00' west, a distance of five thousand nine hundred metres (5 900 m); in a direction south 30° 30' west, a distance of three thousand eight hundred and eighty-five metres (3 885 m); in a direction south 7° 15' east, a distance of three thousand two hundred and sixty metres (3 260 m); in a direction north 78° 00' east, a distance of four thousand and ten metres (4 010 m); in a direction north 59° 30' east, a distance of eleven thousand nine hundred and fifteen metres (11 915 m); in a direction north 28° 00' east, a distance of fourteen thousand eight hundred and seventy-five metres (14 875 m); in a direction north 6° 45' east, a distance of approximately five thousand six hundred and ten metres (5 610 m), until it meets the high watermark of the south shore of Chien Rouge River; in a westerly direction, the said high watermark of the south shore of Chien Rouge River up to the point of commencement."

Part Three

A territory situated on the north shore of Hopes Advance Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Hopes Advance Bay approximately at the meridian 69° 41' 05" west; in a direction north 24° 00' west, a straight line, being the height of Land, passing near by geodetic point SNA, a distance of nine hundred and forty-five metres (945 m); in a due west direction, a distance of one thousand six hundred and fifteen metres (1 615 m); in a due south direction, a distance of approximately two hundred metres (200 m), until it meets the high watermark of the north shore of Hopes Advance Bay; in an easterly direction, the said high watermark of the north shore of Hopes Advance Bay up to the point of commencement."

Part Four

A territory situated on the west shore of Ungava Bay, closed to the south shore of Bonnard Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 32' 15" west; in a direction north 80° 15' west, a distance of approximately eight thousand one hundred metres (8 100 m) until it meets the high watermark of the south shore of Lefroy River; in a northerly direction, a distance of approximately thirty metres (30 m), until it meets the high watermark of the north shore of the said Lefroy River; in a westerly direction, the said high watermark of the north shore of

Lefroy River until it meets the meridian 69° 45' 10" west; in a direction south 13° 30' west, a distance of eight thousand two hundred and thirty metres (8 230 m); in a direction south 12° 00' west, a distance of seven thousand four hundred and seventy metres (7 470 m); in a direction south 26° 45' east, a distance of approximately seventeen thousand four hundred and sixty-five metres (17 465 m), until it meets a line parallel to the high watermark of the west shore of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a northerly direction, the said line parallel to the high watermark of Ungava Bay up to the point of commencement."

5.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and eighty-one hundredths (629,81 km^2).

6.0 KANGIQSUK

6.1 Category I lands

Part One

A territory situated to the west of Ungava Bay on the north shore of Payne River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of Kyak Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the parallel of latitude 60° 02' 05" north; in a southeasterly and westerly direction, the said line parallel to the high watermark of Kyak Bay, of Payne Bay and of the north shore of Payne River, until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Kangiqsuk; in a due south direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly direction, the high watermark of the north shore of Payne River, a distance of three kilometres and twenty-two hundredths (3,22 km); in a due north direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a westerly direction, a line parallel to the high watermark of Payne River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until the meridian 70° 29' 20" west; in a direction north 13° 15' east, a distance of two thousand six hundred and forty metres (2 640 m); in a direction north 52° 30' east, a distance of three thousand and ninety-five metres (3 095 m); in a direction north 3° 15' east, a distance of nine thousand six hundred metres (9 600 m); in a direction north 87° 15' east, a distance of six thousand one hundred and thirty metres (6 130 m); in a due north direction, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction north 74° 10' east, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 88° 45' east, a distance of eleven thousand nine hundred and fifty metres (11 950 m); in a direction south 58° 30' east, a distance of three thousand six hundred and thirty metres (3 630 m); in a direction south 2° 25' east, a distance of four thousand five hundred and ten metres (4 510 m); in a direction south 53° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction south 54° 00' east, a distance of approximately nine thousand three hundred and ninety metres (9 390 m) up to the point of commencement."

Part Two

A territory situated to the southwest of Payne Bay and on the south shore of Payne River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the south shore of Payne River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 59' 20" west; in an easterly and southeasterly direction, the said line parallel to the high watermark of the south shore of Payne River, of Brochant Bay and of Ungava Bay until the parallel of latitude

59° 48' 45" north; in a direction south 89° 10' west, a distance of thirteen thousand four hundred and forty metres (13 440 m); in a due north direction, a distance of five thousand three hundred and sixty-five metres (5 365 m); in a direction north 42° 15' west, a distance of seven thousand seven hundred and fifty metres (7 750 m); in a direction north 32° 25' west, a distance of approximately seven thousand three hundred and thirty metres (7 330 m) up to the point of commencement."

6.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Payne River and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-nine square kilometres and fifty-five hundredths (629,55 km^2).

7.0 QUAQTAQ

7.1 Category I lands

A territory situated east of Diana Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of Heel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 53' 10" west; in a due south direction, a distance of one thousand five hundred and fifty metres (1 550 m); in a direction north 41° 15' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction north 87° 00' east, a distance of ten thousand three hundred and thirty metres (10 330 m); in a direction south 19° 15' east, a distance of approximately nine thousand five hundred and fifty metres (9 550 m), until it meets a line parallel to the high watermark of Ungava Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately at the parallel of latitude 60° 44' 55" north; in a northeasterly, northerly, westerly and southwesterly direction, the said line parallel to the high watermark of Ungava Bay, of Hudson Strait and of Diana Bay, until a point situated at one kilometre and sixty-one hundredths (1,61 km) north of the center of the community of Quaqtaq; in a due north direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly direction, the high watermark of Diana Bay, a distance of three kilometres and twenty-two hundredths (3,22 km); in a due east direction a distance of sixty metres and ninety-six hundredths (60,96 m); in a southerly and southwesterly direction, a line parallel to the high watermark of Diana Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

7.2 Category I special lands

A territory situated on the west shore of Diana Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of Heel Cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 69° 53' 10" west; in a northwesterly and northerly direction, the said line parallel to the high watermark of Heel Cove and of Diana Bay until it meets the parallel of latitude 60° 59' 55" north; in a direction south 17° 50' west, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction south 15° 30' east, a distance of seven thousand three hundred and seventy metres (7 370 m); in a direction south 20° 30' west, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction south 31° 20' east, a distance of five thousand five hundred and thirty metres (5 530 m); in a direction south 38° 50' east, a distance of three thousand five hundred and thirty metres (3 530 m); in a direction south 77° 00' east, a distance of ten thousand six hundred metres (10 600 m); in a due north direction, a distance of approximately one thousand five hundred and fifty metres (1 550 m) up to the point of commencement."

7.3 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands and of Category I special lands at five hundred and eighty-two square kilometres and thirty-six hundredths (582,36 km^2).

7.4 Following consultation with the Inuit Community Corporation of Koartac, a corridor for general access shall be allocated by such Corporation, free of charge, where needed, within the area of Category I special lands.

Lands removed from Category I for such purpose shall be replaced in accordance with Section 7.

8.0 KANGIQSUJUAQ

8.1 Category I lands

Part One

A territory situated to the south of Wakeham Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 50' 50" west with a line parallel to high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a direction south 2° 40' west, a distance of two thousand five hundred and forty-five metres (2 545 m); in a direction south 4° 00' east, a distance of one thousand five hundred and eighty-five metres (1 585 m); in a direction south 12° 20' east, a distance of two thousand two hundred and forty-three metres (2 243 m); in a direction south 21° 20' east, a distance of one thousand one hundred and fifty-eight metres (1 158 m); in a direction south 34° 00' east, a distance of two thousand two hundred and twenty-five metres (2 225 m); in a direction south 48° 40' east, a distance of two thousand four hundred and fifty-four metres (2 454 m); in a direction south 65° 00' east, a distance of two thousand nine hundred and twenty-six metres (2 926 m); in a direction south 72° 40' east, a distance of one thousand four hundred and ninety-four metres (1 494 m); in a direction south 86° 20' east, a distance of eight hundred and sixty-three metres (863 m); in a due east direction, a distance of one thousand two hundred and eighty metres (1 280 m); in a direction north 41° 30' east, a distance of two thousand three hundred and seventy-seven metres (2 377 m); in a direction north 72° 30' east, a distance of three thousand three hundred and twenty-two metres (3 322 m); in a direction south 68° 10' east, a distance of approximately nine hundred metres (900 m) until it meets a line parallel to the high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately until the parallel of latitude 61° 36' 30" north; in a southerly and westerly direction, the said line parallel to the high watermark of Hudson Strait and of Joy Bay until the point of intersection with the meridian 71° 50' 05" west; in a direction north 58° 00' west, a distance of three thousand nine hundred metres (3 900 m); in a direction north 69° 50' west, a distance of four thousand three hundred and ninety metres (4 390 m); in a direction north 53° 00' west, a distance of one thousand five hundred and seventy metres (1 570 m); in a direction north 34° 30' west, a distance of three thousand one hundred and nine metres (3 109 m); in a direction north 71° 30' west, a distance of eight thousand eight hundred and ten metres (8 810 m); in a direction north 62° 20' west, a distance of two thousand eight hundred and ninety-five metres (2 895 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); in a direction south 80° 50' west, a distance of two thousand four hundred and eight metres (2 408 m); in a due west direction, a distance of six hundred and ten metres (610 m); in a direction north 68° 00' west, a distance of three thousand two hundred metres (3 200 m); in a due west direction, a distance of one thousand and six metres (1 006 m); in a direction south 75° 45' west, a distance of three thousand two hundred metres (3 200 m); in a direction south 29° 00' west, a distance of one thousand five hundred and twenty-four metres (1 524 m); in a direction south 61° 15' west, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 45° 00' west, a distance of two thousand seven hundred metres (2 700 m); in a due west direction, a distance

of one thousand and sixty-seven metres (1 067 m); a direction north 53° 00' west, a distance of two thousand four hundred and thirty eight metres (2 438 m); in a direction south 50° 50' west, a distance of three thousand two hundred and seventy metres (3 270 m); in a direction south 35° 10' west, a distance of two thousand nine hundred and ten metres (2 910 m); in a direction north 5° 00' west, a distance of approximately six thousand seven hundred metres (6 700 m), until it meets the north shore of Wakeham River; in a direction north 62° 40' east, a distance of three thousand eight hundred and ten metres (3 810 m); in a direction south 79° 15' east, a distance of six thousand one hundred metres (6 100 m); in a direction north 2° 30' west, a distance of two thousand two hundred and sixty metres (2 260 m); in a due east direction, a distance of approximately twelve thousand two hundred metres (12 200 m), until it meets a line parallel to the high watermark of the east shore of Wakeham River and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland approximately at the parallel of latitude 61° 33' 55" north; in a northeasterly direction, the said line parallel to the high watermark of the east shore of Wakeham River and of the south shore of Wakeham Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) west of the center of the community of Kangiqsujuaq; in a northerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly and northerly direction, the high watermark of Wakeham Bay, a distance of three kilometres and twenty-two hundredths (3,22 km); in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly and easterly direction, a line parallel to the high watermark of the east shore of Wakeham Bay and of the south shore of Hudson Strait and distant from the above mentioned watermarks of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

Part Two

A territory situated to the north of Wakeham Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of the north shore of Wakeham Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 72° 14' 10" west; in a direction north 13° 50' west, a distance of one thousand nine hundred and fifty metres (1 950 m); in a direction north 68° 30' east, a distance of two thousand and twenty-seven metres (2 027 m); in a direction north 48° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 26° 30' east, a distance of three thousand five hundred and eighty metres (3 580 m); in a direction north 41° 35' east, a distance of one thousand four hundred and seventy-eight metres (1 478 m); in a direction north 21° 35' east, a distance of four hundred and twenty-seven metres (427 m); in a due north direction, a distance of one thousand and thirty-six metres (1 036 m); in a direction north 24° 00' west, a distance of six hundred and fifty-five metres (655 m); in a direction north 37° 00' east, a distance of four thousand one hundred and fifteen metres (4 115 m); in a direction north 42° 00' east, a distance of approximately two thousand and seventy metres (2 070 m) until it meets a line parallel to the high watermark of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 72° 03' 40" west; in a southeasterly and westerly direction, the said line parallel to the high watermark of the south shore of Hudson Strait and of the west and north shore of Wakeham Bay up to the point of commencement."

8.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Wakeham Bay and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and six square kilometres and seventy-three hundredths (606,73 km^2).

9.0 SALLUIT

9.1 Category I lands

A territory situated on both sides of Saglouc Fiord comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing on a line parallel to the high watermark of the west shore of East cove and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland at a point whose approximate coordinates are 75° 22' 40" west and 61° 15' 20" north; in a direction south 73° 30' west, a distance of five thousand four hundred and seventy-one metres (5 471 m); in a due south direction, a distance of fourteen thousand eight hundred and thirteen metres (14 813 m); in a direction south 17° 15' east, a distance of fifteen thousand one hundred and fifty metres (15 150 m); in a direction south 35° 10' west, a distance of six thousand nine hundred and thirty-five metres (6 935 m); in a direction north 62° 30' west, a distance of five thousand eight hundred and twenty metres (5 820 m); in a direction north 4° 45' east, a distance of nine thousand two hundred and five metres (9 205 m); in a direction south 87° 00' west, a distance of five thousand four hundred and seventy metres (5 470 m); in a direction north 42° 15' west, a distance of ten thousand four hundred and forty metres (10 440 m); in a direction north 44° 30' east, a distance of three hundred and twenty metres (320 m); in a direction north 58° 15' west, a distance of two thousand four hundred and seventy metres (2 470 m); in a direction north 59° 15' west, a distance of seven thousand one hundred and forty-eight metres (7 148 m); in a direction south 46° 35' west, a distance of three thousand five hundred and twenty metres (3 520 m); in a direction north 43° 30' west, a distance of eight thousand two hundred and sixty metres (8 260 m); in a direction north 69° 00' east, a distance of six thousand five hundred and twenty-three metres (6 523 m); in a direction north 56° 40' east, a distance of thirteen thousand four hundred and eleven metres (13 411 m); in a direction north 37° 00' east, a distance of approximately four thousand eight hundred and forty metres (4 840 m), until it meets a line parallel to the high watermark of the south shore of Hudson Strait and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 75° 42' 55" west; in an easterly, southwesterly, northeasterly direction, the said line parallel to the high watermark of the south shore of Hudson Strait, of Saglouc Fiord until a point situated at one kilometre and sixty-one hundredths (1,61 km) southwest of the center of the community of Salluit; in a northwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northeasterly direction, the high watermark of Saglouc Fiord, a distance of three kilometres and twenty-two hundredths (3,22 km); in a southeasterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northeasterly and southeasterly direction, a line parallel to the high watermark of Saglouc Fiord, of Hudson Strait and of the west shore of East Cove and distant from the above mentioned watermarks of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland up to the point of commencement."

9.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Saglouc Fiord and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at six hundred and twenty-five square kilometres and sixty-six hundredths (625,66 km^2).

10.0 AKULIVIK

10.1 Category I lands

A territory situated on the east shore of Hudson Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of a line parallel to the high watermark of Hudson Bay and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland with the meridian 77° 59' 45" west, approximately at the parallel of latitude 60° 58' 07" north; in a southwesterly direction, the said line parallel to the high watermark of Hudson Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) east of the center of the community of Akulivik; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly direction, the high watermark of the maritime coast, a distance of three kilometres and twenty-two hundredths (3,22 km); in a westerly direction,

a distance of sixty metres and ninety-six hundredths (60,96 m); in a southwesterly, northeasterly and easterly direction, a line parallel to the high watermark of the north shore of Mosquito Bay until the meridian 77° 43' 40" west; in a direction north 22° 50' west, a distance of approximately six thousand four hundred and thirty metres (6 430 m), until it meets the high watermark of the south shore of Chukotat River; in a northeasterly direction, the said high watermark of Chukotat River until the meridian 77° 24' 15" west; in a direction north 34° 00' west, a distance of eleven thousand one hundred and fifty metres (11 150 m); in a direction south 58° 30' west, a distance of seventeen thousand nine hundred and eighty metres (17 980 m); in a direction south 16° 40' east, a distance of approximately one thousand and seventy metres (1 070 m), until it meets the high watermark of the north shore of a river whose coordinates are approximately 77° 47' 50" west and 60° 55' 30" north; in a southwesterly direction, the said high watermark of the river above mentioned, until the meridian 77° 57' 15" west; in a direction north 25° 10' west, a distance of six thousand nine hundred and twenty metres (6 920 m); in a direction north 33° 45' east, a distance of one thousand nine hundred and eighty metres (1 980 m); in a direction north 18° 15' west, a distance of approximately one thousand two hundred and thirty metres (1 230 m) up to the point of commencement."

10.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the north shore of Mosquito Bay and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and fifty-seven square kilometres and seventy hundredths (557,70 km^2).

11.0 INUKJUAK

11.1 Category I lands

A territory situated to the east of Hudson Bay and of Hopewell Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of Gladel River with the parallel of latitude 58° 13' 52" north; in a northeasterly direction, the said high watermark of the west shore of Gladel River until it meets the parallel of latitude 58° 15' 45" north; in a direction north 12° 00' west, a distance of nine hundred and seventy-five metres (975 m); in a direction north 73° 00' west, a distance of eleven thousand and sixty-five metres (11 065 m); in a direction north 61° 20' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 34° 10' west, a distance of five thousand four hundred and forty metres (5 440 m); in a direction north 17° 40' west, a distance of seven thousand two hundred and forty metres (7 240 m); in a direction north 29° 30' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 54° 35' west, a distance of twelve thousand nine hundred and ten metres (12 910 m); in a direction north 46° 30' west, a distance of eight thousand six hundred and eighty-five metres (8 685 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and thirty-five metres (11 935 m); in a direction south 20° 30' west, a distance of approximately two thousand eight hundred and eighty metres (2 880 m); until it meets the point of intersection of a line parallel to the high watermark of the east shore of Hopewell Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland, approximately at the meridian 78° 30' 50" west; in a southeasterly direction, the said line parallel to the high watermark of Witch Bay and of Hopewell Sound, going round Bates Peninsula until a point located at one kilometre and sixty-one hundredths (1,61 km) west of the community of Inukjuak; in a southwesterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a northerly direction, the high watermark of Hopewell Sound, a distance of three kilometres and twenty-two hundredths (3,22 km); in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in a southeasterly direction, a line parallel to the high watermark of Hopewell Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland until it meets the parallel of latitude 58° 13' 52" north; in an easterly direction, a distance of sixty metres and ninety-six hundredths (60,96 m) up to the point of commencement."

11.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the Witch Bay and of the Hopewell Sound and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and fifty-seven square kilometres and seventy-eight hundredths (557,78 km^2).

12.0 UMIUJAQ AND KUUJJUARAPIK

12.1 Category I lands

Umiujaq

Block 2 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on December 2, 1999, by surveyor Paul Descarreaux. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5A-1la and Divers 12/1166 respectively.

Kuujjuarapik

Part One

Block 1 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on November 20, 1983 by surveyor Luc Pelletier. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5Aa and Divers 12/552 respectively.

Part Two

Block 3 of Bassin-du-Lac-Guillaume-Delisle as designated in the original survey, according to the plan and technical description prepared and signed on December 2, 1999, by surveyor Paul Descarreaux. The originals of these documents are filed officially in the survey archives of the Bureau de l'arpenteur général du Québec under numbers Divers 150-5A-la and Divers 12/1166 respectively.

12.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the entrance of lake Guillaume-Delisle and the boundary of lands above described, is included in the calculation establishing the area of those Category I lands at five hundred and seventy square kilometres and five tenths (570,5 km^2).

12.3 The aforesaid strip of sixty metres and ninety-six hundredths (60,96 m) shall not apply for a distance of one kilometre and sixty-one hundredths (1,61 km) in both directions, along the shore line from the center of Umiujaq, according to paragraph 6.4 of the present Section.

12 (B) Poste-de-la-Baleine (Great Whale River)

A territory situated on the east shore of Hudson Bay and to the north of Great Whale River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at a point situated on the south limit of lot 108 and two hundred and seventeen metres and seven tenths (217,7 m) east of the northeast corner of lot 122; towards the northeast, the said south limit of the lot 108 until the point of intersection of the extension of the northern limit of lot 99; towards the northwest, the said extension and the northern limit of lot 99 until the southeast corner of lot 89; following the eastern and northern limit of lot 89 and a part of the northern limit of lot 88 until the southeast corner of lot 87; following the eastern limit of lot 87 until the northeast corner of the said lot; in a westerly and northerly direction, following the southern and western limit of lot 83 until the point of intersection of the extension of the said limit and the northern limit of lot 31; in a westerly direction, the said northern limit of lot 31 until the southwest corner of lot 30; in a northeasterly direction, the west limit of lot 30 and its extension until the southeast corner of lot 32; in the same direction, the said eastern limit of lot 32 until the point of intersection

of the northern limit of lot 33; towards the southeast, the said northern limit of lot 33; in a direction south 35° 54' east, a distance of eighty-four metres (84 m); in a direction south 62° 50' east, a distance of fifty-four metres and nine tenths (54,9 m); in a direction north 27° 10' east, a distance of eighty-six metres and nine tenths (86,9 m), until a point of intersection of the northern limit of lot 48; towards the west until the southwest corner of lot 42; towards the north, the western limit of lot 42; towards the east, the northern limit of lot 42 and a part of the northern limit of lot 41 a distance of one hundred and seven metres and four tenths (107,4 m); in a direction north 15° 00' east, a distance of thirty three metres and five tenths (33,5 m); in a direction north 45° 15' east, a distance of four hundred and eleven metres and five tenths (411,5 m); in a direction north 29° 00' east, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction north 46° 30' east, a distance of five thousand seven hundred and fifty metres (5 750 m); in a direction north 35° 55' west, until the point of intersection with a line parallel to the high watermark of the eastern shore of the Manitounuk Sound and distant from the latter of sixty metres and ninety-six hundredths (60,96 m) towards the hinterland; in a southwesterly direction, the said line parallel to the high watermark of the eastern shore of the Manitounuk Sound and Hudson Bay until a point situated at one kilometre and sixty-one hundredths (1,61 km) west of the center of the community of Poste-de-la-Baleine; in a southerly direction, a distance of sixty metres and ninety-six hundredths (60,96 m); in an easterly direction, following the high watermark of the north shore of the Great Whale River until the point of intersection with a line, the direction of which is south 1° 27' 30" east from the point of commencement; in a direction north 1° 27' 30" west, up to the point of commencement."

From this territory above mentioned, to be subtracted lots 51, 23, 32, 54 (part), 130, 81 and the territory hereafter described and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point situated at the intersection of the western limit of lot 32 and the extension towards the west of the southern limit of lot 45; in a direction north 69° 55' west, a distance of one hundred and ninety-four metres (194 m); in a direction north 17° 35' east, a distance of one hundred and ninety-six metres (196 m); in a direction north 61° 10' east, a distance of forty-two metres (42 m); in a direction south 72° 26' east, a distance of two hundred metres (200 m), up to the western limit of lot 32; in a southwesterly direction, the said western limit of lot 32, up to the point of commencement."

The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, between the high watermark of the maritime coast and of the Great Whale River and the boundary of lands above described is included in the calculation establising the area of those Category I lands at fifteen square kilometres and three tenths (15,3 km^2).

13.0 IVUJIVIK

13.1 Category I lands

a) Map showing the Category I lands selection

(See plan no. 13.1 Ivujivik – Category I lands (Complementary Documents))

b) Preliminary territorial description of the Category I lands

TERRITORIAL DESCRIPTION

of the territory that constitutes the

selection of Category I lands for

Ivujivik

Inuit Community of Ivujivik

This territory has one (1) part described as follows:

A territory situated in the northernmost part of Québec, at the junction of Hudson Bay and Hudson Strait and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on a line parallel to the high water line of Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 27' 29" north with the meridian of longitude 77° 27' 20" west; in general northerly and southerly directions, the high water line of said unnamed lake on its east and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 27' 26" north with the meridian of longitude 77° 27' 38" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 25' 06" north with the meridian of longitude 77° 31' 45" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 24' 57" north with the meridian of longitude 77° 31' 57" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 62° 23' 20" north with the meridian of longitude 77° 36' 12" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 23' 19" north with the meridian of longitude 77° 36' 15" west; towards the southwest, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 21' 19" north with the meridian of longitude 77° 41' 29" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 20' 58" north with the meridian of longitude 77° 42' 32" west; in general westerly and southeasterly directions, the high water line of said unnamed lake on its north and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 20' 54" north with the meridian of longitude 77° 42' 45" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 20' 19" north with the meridian of longitude 77° 44' 31" west; in general northwesterly and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 20' 17" north with the meridian of longitude 77° 44' 37" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 62° 18' 38" north with the meridian of longitude 77° 49' 39" west; in general northwesterly, southerly, westerly and southeasterly directions, the high water line of said unnamed lake on its northeast, west, north and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 18' 31" north with the meridian of longitude 77° 50' 01" west; towards the southwest, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 18' 04" north with the meridian of longitude 77° 51' 24" west; in a general southwesterly direction, the high water line of said unnamed lake on its southeast shore up to a point situated approximately at the intersection of the parallel of latitude 62° 17' 48" north with the meridian of longitude 77° 51' 58" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 17' 09" north with the meridian of longitude 77° 55' 11" west; in general southerly and westerly directions, the high water line of said unnamed lake on its east and south shores up to a point situated approximately at the intersection of the parallel of latitude 62° 17' 08" north with the meridian of longitude 77° 55' 15" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 16' 19" north with the meridian

of longitude 77° 59' 23" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 16' 16" north with the meridian of longitude 77° 59' 39" west; towards the west, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 55" north with the meridian of longitude 78° 01' 21" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its southeast shore, situated approximately at the intersection of the parallel of latitude 62° 15' 51" north with the meridian of longitude 78° 01' 52" west; in general southwesterly and northwesterly directions, the high water line of said unnamed lake on its southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 49" north with the meridian of longitude 78° 02' 00" west; towards the west, a straight line up to its intersection with the high water line of Lac Qarliik on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 19" north with the meridian of longitude 78° 05' 29" west; in general southerly, southwesterly and northwesterly directions, the high water line of Lac Qarliik on its east, southeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 14" north with the meridian of longitude 78° 06' 06" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 12" north with the meridian of longitude 78° 06' 14" west; in a general westerly direction, the high water line of said unnamed lake on its south shore up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 11" north with the meridian of longitude 78° 06' 19" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 15' 04" north with the meridian of longitude 78° 07' 15" west; in general southwesterly, southerly, westerly and northeasterly directions, the high water line of said unnamed lake on its southeast, east, south and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 62° 15' 00" north with the meridian of longitude 78° 07' 35" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 62° 14' 43" north with the meridian of longitude 78° 09' 32" west; in general westerly and southerly directions, the high water line of said unnamed lake on its north and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 14' 42" north with the meridian of longitude 78° 09' 37" west; towards the west, a straight line up to its intersection with a line parallel to the high water line of Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; in general northerly and northeasterly directions, the line parallel to the high water line of Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland up to a point situated at one kilometre and sixty-one hundredths (1,61 km) to the north of the centre of the Northern village of Ivujivik; towards the northwest and perpendicular to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) up to the high water line of Hudson Bay; in general northeasterly, southerly and southeasterly directions, the high water line of Hudson Bay on a distance of three kilometres and twenty-two hundredths (3,22 km); towards the southwest and perpendicular to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) away towards the inland; finally, in general southeasterly, northerly and northeasterly directions, a line parallel to the high water line of Hudson Bay and Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland up to the starting point.

This territory has a surface area of five hundred twenty-four square kilometres and ninety-one hundredths (524, 91 km^2).

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category I lands for the Inuit Community of Ivujivik.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with section 2 of Complementary Agreement No 6 amending subsection 6.5 of the James Bay and Northern Québec Agreement.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the *Plan showing the selection of Category I lands of Ivujivik,* said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13107.

Prepared in Québec City, on this 29th day of June, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by : _____

Éric Bélanger
Québec Land Surveyor

See plan no. 2 Killiniq (Complementary Documents)

See plan no. 3 Kangiqsualujjuaq (Complementary Documents)

See plan no. 4 Kuujjuaq (Complementary Documents)

See plan no. 5 Tasiujaq (Complementary Documents)

See plan no. 6 (A) Aupaluk (Complementary Documents)

See plan no. 6 (B) Aupaluk (Complementary Documents)

See plan no. 7 Kangiqsuk (Complementary Documents)

See plan no. 8 Quaqtaq (Complementary Documents)

See plan no. 9 Kangiqsujuaq (Complementary Documents)

See plan no. 10 Salluit (Complementary Documents)

See plan no. 11 Akulivik (Complementary Documents)

See plan no. 12 Inukjuak (Complementary Documents)

See plan no. 13 (A) Umiujaq and Kuujjuarapik (Complementary Documents)

See plan no. 13 (B) Category II lands(complementary Documents)

JBNQA, Sch. 1
A. corr.
Compl. A. no. 6, ss. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19
Compl. A. no. 16, ss. 4 and 5
Compl. A. no. 23, s. 2

Annex 2

Approximate areas for timber rights for the Inuit Community Corporation of Ft-Chimo and George River

See plan no. 14 Port-Nouveau-Québec (George River) (Complementary Documents)

Annex 3

1. Identification of the main rivers and approximate location of the lands subtracted for the selection of Category I lands of Povungnituk.

See plan no. 15 Identification of major rivers (Complementary Documents)

2. Areas subtracted for the selection of Povungnituk (detail).

See plan no. 17 Povungnituk (detail) (Complementary Documents)

From the center of the community of Povungnituk within a radius of forty kilometres (40 km), an area of six hundred and twenty-six square kilometres and fifty seven hundredths (626,57 km^2) is reserved as Category I lands.

JBNQA, Sch.. 3
Compl. A. no. 6, ss. 20 and 21
Compl. A. no. 23, ss. 3, 4, 5, and 6

Annex 4

See plan no. 18 Portion of clearwater lake to be excluded from Category II (Complementary Documents)

Annex 5

1.0 KILLINIQ

1.1 Category II lands

Part One

A territory situated to the northeast of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the east shore of Ungava Bay and Cox Inlet with the meridian 65° 25' 40" west; in a northeasterly, southeasterly and northwesterly direction, the said high watermark of the east shore of Ungava Bay of the southwest and northeast shore of Degesne River and of Lake Sheppard and of the east shore of Low Inlet until the parallel of latitude 59° 50' 55" north, approximately at the meridian 65° 13' west; in an easterly direction, nearby the parallel of latitude 59° 50' 55" north, the high watermark of the south shore of a succession of streams and lakes until the meridian 65° 12' west; in a direction south 68° 00' east, a distance of approximately one thousand eight hundred metres (1 800 m) until it meets the high watermark of the northeast shore of a lake having geocentric coordinates 65° 09' 30" west and 59° 50' 10" north; in a southeasterly direction, the high watermark of the northeast shore of the lake above mentioned until the parallel of latitude 59° 50' 05" north; in a direction north 17° 30' east, a distance of approximately one thousand nine hundred and five metres (1 905 m) until it meets the high watermark of the north shore of the northwest arm of a lake having geocentric coordinates 65° 06' 40" west and 59° 50' north; in an easterly direction, the said high watermark of the north shore of the lake above mentioned until the meridian 65° 06' 15" west; in a direction north 35° 00' east, a distance of approximately four thousand eight hundred and forty-five metres (4 845 m) until it meets the high watermark of the west shore of Lake Edward; in a southerly, easterly and northerly direction, the said high watermark of the west, south and east shore of Lake Edward until the parallel of latitude 59° 53' 08" north; in a direction south 88° 00' east, a distance of one thousand five hundred and fifty-five metres (1 555 m); in a direction north 36° 00' east, a distance of approximately three thousand four hundred and fifteen metres (3 415 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 64° 58' west and 59° 54' 45" north; in a southeasterly, northeasterly and

northwesterly direction, the said high watermark of the southwest, southeast and northeast shore of the lake above mentioned until the point of intersection of the extension towards the northeast of the line immediately above mentioned; in a direction north 36° 00' east, a distance of approximately two thousand five hundred and thirty metres (2 530 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 64° 58' west and 59° 56' 40" north; in a northwesterly and northeasterly direction, the said high watermark of the west and north shore of the lake above mentioned until the meridian 64° 58' west; in a direction north 30° 00' west, a distance of approximately one thousand eight hundred and thirty metres (1 830 m) until it meets the high watermark of the south shore of a lake having geocentric coordinates 65° 02' west and 59° 59' 15" north; in a northwesterly and westerly direction, the said high watermark of the south shore of the lake above mentioned and of the south shore of the southwest outlet of the said lake until it meets the high watermark of the east shore of an inlet situated immediately to the north of Bell Inlet; in a northwesterly, northerly and northeasterly direction, the said high watermark of the northeast shore of the inlet above mentioned, of the east shore of Ungava Bay, of the southwest, southeast and northeast shore of Singer Bay, Christopher Bay, Polunin Bay, of the south shore of the south arm of Coates Bay until the meridian 64° 50' 08" west; in a direction north 20° 45' east, a distance of approximately one thousand six hundred and fifteen metres (1 615 m) until it meets the point of intersection of the watershed of Ungava Bay and of Labrador Sea; in a southerly and westerly direction, the said watershed until a point having approximate coordinates 64° 41' 30" west and 59° 05' north; in a direction north 40° 00' west, a distance of twenty-nine thousand six hundred metres (29 600 m); in a direction south 55° 30' west, a distance of two thousand six hundred metres (2 600 m); in a direction north 34° 25' west, a distance of eighteen thousand seven hundred metres (18 700 m); in a direction north 13° 40' west, a distance of approximately nine thousand metres (9 000 m) until it meets the high watermark of the south shore of Alluviaq Fiord; in a southeasterly and nortwesterly direction, the said high watermark of the south and north shore of Alluviaq Fiord until the meridian 65° 15' west; in a direction north 19° 00' west, a distance of twenty-five thousand eight hundred and forty metres (25 840 m); in a direction north 24° 40' east, a distance of five thousand nine hundred and fifty metres (5 950 m); in a direction north 47° 40' west, a distance of approximately five thousand one hundred and sixty metres (5 160 m) up to the point of commencement."

Part Two

A territory situated to the north of Weymouth Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of the east arm of Weymouth Inlet with the meridian 65° 19' west; in a westerly, northwesterly and northerly direction, the said high watermark of the north shore of the east arm of Weymouth Inlet, of the northeast shore of Weymouth Inlet and of the east shore of Ungava Bay until the parallel of latitude 59° 23' north; in a direction south 41° 30' east, a distance of six thousand metres (6 000 m); in a direction south 25° 00' east, a distance of approximately six thousand eight hundred metres (6 800 m) up to the point of commencement."

Part Three

A territory situated to the south of Weymouth Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the south shore of the east arm of Weymouth Inlet with the meridian 65° 17' 50" west; in a direction south 30° 15' east, a distance of seventeen thousand eight hundred and ten metres (17 810 m); in a direction south 10° 35' east, a distance of eight thousand and forty metres (8 040 m); in a direction south 34° 35' west, a distance of approximately seven thousand five hundred and sixty metres (7 560 m) until it meets the high watermark of the northeast shore of Baudoncourt River, approximately at the meridian 65° 10' 20" west; in a northwesterly direction, the said high watermark

of the northeast shore of Baudoncourt River until the meridian 65° 20' 10" west; in a direction north 56° 35' west, a distance of approximately four thousand one hundred metres (4 100 m) until it meets the high watermark of the south shore of a river approximately at the meridian 65° 28' west; in a northeasterly direction, until it meets the high watermark of the north shore of the river above mentioned; in a northerly and southeasterly direction, the said high watermark of the north shore of the river above mentioned, the east shore of Gregson Inlet and of Ungava Bay and the southwest shore of Weymouth Inlet up to the point of commencement."

Part Four

A territory situated to the west of Gregson Inlet and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of Davis Inlet with the meridian 65° 32' 40" west, approximately at the parallel of latitude 59° 09' 30" north; in a northerly and southeasterly direction, the said high watermark of the east shore of Davis Inlet and southwest shore of Gregson Inlet until the parallel of latitude 59° 09' north; in a direction north 65° 45' west, a distance of approximately two thousand two hundred metres (2 200 m) up to the point of commencement."

1.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 1.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the McLelan Strait and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at three thousand nine hundred and three square kilometres and seventy-one hundredths (3 903,71 km^2).

2.0 KANGIQSUALUJJUAQ

2.1 Category II lands

Part One

A territory situated to the southeast of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of George River with the meridian 66° 09' 30" west, approximately at the parallel of latitude 58° 43' 40" north; in a direction south 23° 00' east, a distance of ten thousand five hundred and thirty metres (10 530 m); in a direction south 86° 15' east, a distance of approximately five thousand three hundred and fifty metres (5 350 m) until it meets the high watermark of the west shore of George River; in a southerly direction, the said high watermark of the west shore of George River until the parallel of latitude 58° 23' 20" north; in a southeasterly direction, until it meets the high watermark of the east shore of George River; in a northerly direction, the said high watermark of the west shore of George River until the parallel of latitude 58° 27' 55" north, approximately at the meridian 65° 58' west; in a direction north 47° 05' east, a distance of two thousand two hundred and twenty-five metres (2 225 m); in a direction north 30° 30' east, a distance of three thousand eight hundred and twenty-five metres (3 825 m); in a direction north 47° 45' east, a distance of seven thousand eight hundred metres (7 800 m); in a direction north 25° 15' east, a distance of seven thousand and forty metres (7 040 m); in a due north direction, a distance of approximately ten thousand seven hundred and seventy-five metres (10 775 m), until it meets the high watermark of the south shore of a lake, at a point situated approximately at the parallel of latitude 58° 42' 30" north; in an easterly direction, the high watermark of the south shore of the lake above mentioned and of the southwest shore of Barnoin River until the parallel of latitude 58° 40' 25" north; in an easterly direction, until it meets the high watermark of the east shore of Barnoin River; in an easterly and northerly direction, the said high watermark of Barnoin River and the high watermark of the outlet of a lake having geocentric coordinates 65° 36' 45" west and 58° 42' 25" north; in an easterly direction neighbouring the parallel of latitude 58° 42' 25" north, the high watermark of the north shore of a succession of streams and lakes until

it meets the high watermark of the west shore of Koroc River; in a northwesterly direction, the said high watermark of the west shore of Koroc River until the meridian 65° 46' 15" west; in a northeasterly direction, until it meets the high watermark of the east shore of Koroc River; in a southeasterly direction, the said high watermark of the east shore of Koroc River until the parallel of latitude 58° 47' 33" north; in a direction north 7° 00' west, a distance of four thousand eight hundred and fifteen metres (4 815 m); in a direction north 33° 00' west, a distance of six thousand nine hundred and five metres (6 905 m); in a direction north 62° 00' west, a distance of approximately four thousand and ten metres (4 010 m) until it meets the high watermark of the east shore of a lake having geocentric coordinates 65° 45' 45" west and 58° 55' 30" north; in a southerly direction, the said high watermark of the east shore of the said lake until the meridian 65° 45' 30" west; in a direction south 58° 00' west, a distance of approximately one thousand three hundred and twenty-five metres (1 325 m) until it meets the high watermark of the west shore of Ungava Bay; in a northwesterly, northeasterly and southeasterly direction, the said high watermark of Ungava Bay, of the southwest shore of Baudan River until the parallel of latitude 58° 55' 20" north; in a northeasterly direction, until it meets the high watermark of the northeast shore of Baudan River; in a northwesterly, easterly and southeasterly direction, the said high watermark of the northeast shore of Baudan River, of the south shore of the east arm of Tasikallak Bay and of the northeast shore of Baudoncourt River until the parallel of latitude 59° 00' north, approximately at the meridian 65° 10' 20" west; in a direction south 36° 00' east, a distance of thirty-nine thousand metres (39 000 m); in a direction north 27° 00' east, a distance of approximately six thousand and forty metres (6 040 m) until it meets the high watermark of the southeast shore of Grenier River; in a northeasterly direction, the said high watermark of the southeast shore of Grenier River until the meridian 64° 41' 40" west; in a direction south 54° 15' east, a distance of twenty-nine thousand five hundred and ten metres (29 510 m); in a direction south 51° 00' west, a distance of twenty-five thousand nine hundred and ninety metres (25 990 m); in a direction north 19° 45' west, a distance of fourteen thousand two hundred and fifty metres (14 250 m); in a direction south 84° 30' west, a distance of fifteen thousand four hundred and ten metres (15 410 m); in a direction north 74° 55' west, a distance of eighteen thousand six hundred metres (18 600 m); in a direction south 0° 50' east, a distance of ten thousand metres (10 000 m); in a direction south 87° 40' west, a distance of fifteen thousand five hundred metres (15 500 m); in a direction north 46° 15' west, a distance of seven thousand five hundred metres (7 500 m); in a direction south 36° 50' west, a distance of forty-one thousand six hundred metres (41 600 m); in a direction south 16° 00' east, a distance of thirteen thousand eight hundred metres (13 800 m); in a direction south 73° 30' west, a distance of thirty-one thousand two hundred metres (31 200 m); in a direction north 22° 45' west, a distance of thirty thousand two hundred and eighty metres (30 280 m); in a direction north 80° 20' east, a distance of four thousand and eighty metres (4 080 m); in a direction north 6° 20' west, a distance of seven thousand six hundred and seventy metres (7 670 m); in a direction north 47° 30' east, a distance of twenty-two thousand seven hundred and sixty metres (22 760 m); in a direction south 73° 10' east, a distance of twelve thousand eight hundred metres (12 800 m); in a direction north 33° 30' east, a distance of six thousand one hundred and thirty metres (6 130 m); in a direction north 19° 00' west, a distance of eight thousand and fifty metres (8 050 m); in a direction north 1° 00' west, a distance of approximately eleven thousand eight hundred metres (11 800 m) up to the point of commencement."

Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Ford River with the meridian 65° 13' west, approximately at the parallel of latitude 57° 54' 30" north; in a northwesterly and easterly direction, the said high watermark of the north shore of Ford River and of the south shore of a river (tributary of Ford River) having the influx at the parallel of latitude 57° 55' 35" north, until the meridian 65° 14' 10" west; in a direction north 1° 00' west, a distance of nine thousand nine hundred and eighty metres (9 980 m); in a direction north 67° 40' east, a distance of thirty-four thousand six hundred and thirty metres (34 630 m);

in a direction south 1° 30' east, a distance of seven thousand eight hundred and twenty metres (7 820 m); in a direction south 45° 40' west, a distance of twenty-two thousand seven hundred and seventy metres (22 770 m); in a direction south 83° 50' west, a distance of approximately fourteen thousand seven hundred and seventy metres (14 770 m) up to the point of commencement."

Part Three

A territory situated to the east of Ungava Bay and to the northeast of Tasikallak Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of the east arm of Tasikallak Bay with the meridian 65° 20' 10" west; in a westerly, northwesterly and southeasterly direction, the said high watermark of the north shore of the east arm, of the northeast shore of Tasikallak Bay, of the east shore of Ungava Bay and of the west and south shore of Davis Inlet, until the meridian 65° 32' 40" west; in a direction south 65° 45' east, a distance of approximately two thousand two hundred metres (2 200 m) until it meets the high watermark of the south shore of Gregson Inlet; in a southeasterly direction the said high watermark of the south shore of Gregson Inlet and of a river until the meridian 65° 23' 30" west; in a direction south 56° 35' east, a distance of approximately four thousand one hundred metres (4 100 m) up to the point of commencement."

2.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 2.3 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the George River and the boundary of Category I lands and of Category I special lands, is not included in the calculation establishing the area of those Category II lands at five thousand four hundred and ninety square kilometres and eight hundredths (5 490,08 km^2).

2.3 Notwithstanding the provisions of the Agreement respecting outfitting in Category III lands, the Inuit of Québec shall, in accordance with the following, have the exclusive right to operate outfitting facilities in the immediate vicinity of Helen's Falls.

To give effect to the preceding paragraph, the lease of the outfitter presently operating in the immediate vicinity of Helen's Falls shall not be renewed upon its expiry of March 31, 1979. Upon the expiry of the said lease, or upon the cancellation or other termination of the said lease, whichever is the earlier, Québec shall grant to the Inuit Native party, or to a native person or native persons designated by the Inuit Native party, the required authorization, lease or permit to operate outfitting facilities in the said area.

The said authorization, lease or permit shall not necessarily contain the same provisions as those found in the lease held by the present outfitter.

The grant of the said authorization, lease or permit shall be deemed to be an exercise by the Inuit of Québec of their right of first refusal to operate outfitting facilities in Category III.

Québec shall give the present outfitter notice of at least one year that his lease shall not be renewed. Quebec shall also advise the present outfitter that, if he wishes, the Inuit native party shall purchase that part of his outfitting facilities comprising immoveables (buildings) at the fair market value of such immoveables in their condition at the time of the proposed purchase.

If the present outfitter wishes the Inuit Native party to purchase such immoveables and the parties are unable to agree on their fair market value before the expiry of the present outfitter's lease, the Inuit Native party shall then be bound to offer the present outfitter the price established by Quebec as the fair market value of such immoveables in their condition at the time of the proposed purchase, whether such price is lower or higher than that previously offered by the Inuit Native party.

3.0 KUUJJUAQ

3.1 Category II lands

Part One

A territory situated to the southwest of Ungava Bay, encompassing Category I lands and Category I special lands and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the southwest shore of Ungava Bay with the parallel of latitude 58° 42' 10" north; in a southeasterly direction, the said high watermark of the southwest shore of Ungava Bay and of the south shore of “baie Sèche” until it meets the high watermark of the west shore of Koksoak River approximately at the parallel of latitude 58° 33' north; in a direction south 57° 27' east, a distance of approximately four thousand and thirty metres (4 030 m) until it meets the high watermark of the east shore of Koksoak River; in a southeasterly, northerly and southerly direction, the high watermark of the southwest shore of Ungava Bay and of the west shore of False River until the parallel of latitude 58° 23' 40" north; in a direction north 76° 00' east, a distance of approximately five thousand two hundred and sixty metres (5 260 m) until it meets the high watermark of the east shore of False River; in a northeasterly direction, the said high watermark of the east shore of False River and of the southwest shore of Ungava Bay until the meridian 67° 46' 10" west; in a direction south 0° 20' west, a distance of eighty-one thousand one hundred and sixty metres (81 160 m); in a direction north 89° 00' west, a distance of twenty-four thousand eight hundred and eighty metres (24 880 m); in a direction south 2° 10' east, a distance of five thousand and fifty metres (5 050 m); in a direction south 13° 55' west, a distance of six thousand four hundred and ninety metres (6 490 m); in a direction south 25° 05' west, a distance of seventeen thousand and eighty metres (17 080 m); in a direction south 89° 50' west, a distance of two thousand six hundred and sixty metres (2 660 m); in a direction north 7° 20' east, a distance of fifty-two thousand nine hundred metres (52 900 m); in a due west direction a distance of sixteen thousand and twenty metres (16 020 m); in a direction south 61° 10' west, a distance of forty thousand one hundred and fifty metres (40 150 m); in a direction north 26° 40' west, a distance of fourteen thousand nine hundred metres (14 900 m); in a direction north 53° 35' east, a distance of thirty-five thousand metres (35 000 m); in a direction north 0° 50' west, a distance of four thousand nine hundred and fifty metres (4 950 m); in a direction north 25° 35' east, a distance of twenty-three thousand five hundred and ten metres (23 510 m); in a direction north 5° 00' east, a distance of twenty-one thousand nine hundred and fifty metres (21 950 m); in a direction north 16° 20' east, a distance of twenty-one thousand and sixty metres (21 060 m); in a direction south 77° 30' east, a distance of approximately six thousand five hundred and eighty metres (6 580 m) up to the point of commencement.”

From this Part One of Category II lands above mentioned, to subtract those territories of Category I lands, Category I special lands and the block situated on the west shore of Lake Kohlmeister, mentioned in paragraph 3.3 of Schedule 1 of the present Section.

Part Two

A territory situated near the south shore of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the high watermark of the southwest shore of Ungava Bay with the meridian 68° 37' 40" west; in a direction south 12° 50' west, a distance of forty-four thousand one hundred and ninety metres (44 190 m); in a direction south 27° 40' west, a distance of fourteen thousand and forty metres (14 040 m); in a direction south 6° 15' east, a distance of sixteen thousand one hundred and sixty metres (16 160 m); in a direction south 31° 50' west, a distance of ten thousand six hundred and thirty metres (10 630 m); in a direction north 36° 00' west, a distance of approximately nineteen thousand one hundred and eighty metres (19 180 m) until it meets the high watermark of the northeast shore of Lake De Freneuse; in a northwesterly direction, the said high watermark of the northeast shore of Lake De Freneuse until the parallel

of latitude 58° 24' 30" north; in a direction north 11° 15' west, a distance of twenty thousand five hundred and ten metres (20 510 m); in a direction north 31° 20' east, a distance of thirty-three thousand five hundred metres (33 500 m); in a direction north 82° 50' east, a distance of twenty-two thousand and seventy metres (22 070 m); in a direction north 2° 00' east, a distance of approximately two thousand five hundred and twenty metres (2 520 m) until it meets the high watermark of the southwest shore of Ungava Bay; in an easterly direction, the said high watermark of the southwest shore of Ungava Bay up to the point of commencement."

Part Three

A territory situated to the south of Ungava Bay and of Alukpaluk Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the south shore of Ungava Bay with the meridian 67° 01' west, approximately at the parallel of latitude 58° 25' 20" north; in a direction south 13° 00' east, a distance of ten thousand five hundred metres (10 500 m); in a direction south 5° 10' east, a distance of approximately twenty-six thousand five hundred and eighty metres (26 580 m) until it meets the high watermark of the southwest shore of Tuctuc River; in a southeasterly direction, the said high watermark of the southwest shore of Tuctuc River until the parallel of latitude 58° 00' north; in a direction south 19° 50' east, a distance of eight thousand five hundred and sixty metres (8 560 m); in a direction south 64° 20' west, a distance of ten thousand nine hundred and fifty metres (10 950 m); in a direction south 1° 15' west, a distance of thirty-seven thousand seven hundred metres (37 700 m); in a direction south 89° 45' west, a distance of eight thousand eight hundred metres (8 800 m); in a direction north 22° 00' west, a distance of two thousand eight hundred metres (2 800 m); in a direction north 0° 50' east, a distance of twenty thousand six hundred metres (20 600 m); in a direction north 87° 20' west, a distance of twelve thousand metres (12 000 m); in a direction south 14° 00' west, a distance of six thousand metres (6 000 m); in a direction south 18° 35' east, a distance of eighteen thousand three hundred and ten metres (18 310 m); in a direction north 87° 20' west, a distance of five thousand five hundred and eighty metres (5 580 m); in a direction north 18° 30' west, a distance of twenty-three thousand four hundred and forty metres (23 440 m); in a direction north 39° 00' west, a distance of five thousand and twenty metres (5 020 m); in a direction north 2° 00' east, a distance of approximately fifty-two thousand five hundred and ninety metres (52 590 m) until it meets the high watermark of the south shore of Ungava Bay, approximately at the meridian 67° 30' 40" west; in a northeasterly direction, the said high watermark of the south shore of Ungava Bay, west, south and east shore of Alukpaluk Bay up to the point of commencement."

3.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 3.3 of Schedule 1 of the present Section, between the high watermark of the Koksoak River and the boundary of Category I lands and of Category I special lands as well as the area of two square kilometres and thirty-three hundredths (2,33 km^2) of the block situated on the west shore of Lake Kohlmeister, are not included in the calculation establishing the area of those Category II lands at eight thousand eight hundred and eighty square kilometres and thirty-seven hundredths (8 880,37 km^2).

4.0 TASIUJAQ

4.1 Category II lands

Part One

A territory situated north of Leaf Basin and of Leaf River and west of North Arm and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Leaf River with the meridian 69° 59' 30" west; in a direction north 0° 15' east, a distance of twelve thousand three hundred metres (12 300 m); in a direction north 89° 30' east, a distance of five thousand one hundred and eighty metres

(5 180 m); in a direction north 30° 50' east, a distance of approximately four thousand three hundred and seventy metres (4 370 m) until it meets the high watermark of the west shore of North Arm; in an easterly, southerly and westerly direction, the said high watermark of the west shore of North Arm, Leaf Basin, Causeway Cove, the north shore of Leaf River up to the point of commencement."

Part Two

A territory situated east of North Arm and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of North Arm with the meridian 69° 39' 35" west, approximately at the parallel of latitude 58° 52' 50" north; in a direction north 10° 30' east, a distance of one thousand eight hundred and sixty metres (1 860 m); in a direction north 85° 00' east, a distance of three thousand three hundred and fifty metres (3 350 m); in a direction south 32° 00' east, a distance of two thousand five hundred metres (2 500 m); in a direction south 16° 20' east, a distance of three thousand four hundred and forty-five metres (3 445 m); in a direction north 61° 00' east, a distance of approximately six hundred and forty metres (640 m) until it meets the high watermark of the west shore of Leaf Bay; in a northeasterly direction, the said high watermark of Leaf Bay until the parallel of latitude 58° 51' 30" north; in a direction north 33° 30' west, a distance of thirty thousand five hundred metres (30 500 m); in a direction north 80° 10' west, a distance of two thousand three hundred metres (2 300 m); in a direction south 18° 40' east, a distance of approximately four thousand and eighty metres (4 080 m) until it meets the high watermark of the east shore of North Arm; in a southeasterly direction, the said high watermark of the east shore of North Arm up to the point of commencement."

Part Three

A territory situated west of Boulder Bay and south of Ikattok Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Leaf Bay with the meridian 69° 30' 40" west, approximately at the parallel of latitude 58° 54' 15" north; in a direction north 2° 00' east, a distance of approximately twenty-two thousand one hundred and fifty metres (22 150 m) until it meets the high watermark of the south shore of Ikattok Bay; in an easterly, southwesterly and southerly direction, the said high watermark of the south shore of Ikattok Bay, the west shore of Boulder Bay, the north shore of Leaf Bay up to the point of commencement."

Part Four

A territory situated on both sides of Leaf River and south of Leaf Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of Trading Post Cove with the parallel of latitude 58° 39' 55" north; in a direction south 37° 30' west, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction south 33° 45' west, a distance of approximately ten thousand eight hundred metres (10 800 m), until it meets the high watermark of the east shore of a river, approximately at a point of latitude 58° 32' 35" north; in a southwesterly and southerly direction, the said high watermark of the east shore of the river above mentioned and of the east and south shore of a lake having geocentric coordinates 69° 52' 30" west and 58° 26' 30" north, until it meets the parallel of latitude 58° 25' 25" north; in a direction south 81° 20' west, a distance of approximately four thousand nine hundred and forty metres (4 940 m), until it meets the high watermark of the east shore of Lake Canal; in a northeasterly, northwesterly and southwesterly direction, the said high watermark of the east, north and west shore of Lake Canal, until it meets the extension of the line above mentioned; in a direction south 84° 00' west, a distance of eight thousand five hundred metres (8 500 m); in a direction north 57° 45' west, a distance of eight thousand six hundred and

twenty-five metres (8 625 m); in a direction north 35° 00' east, a distance of four thousand nine hundred and seventy metres (4 970 m); in a direction north 6° 00' east, a distance of eight thousand one hundred and forty metres (8 140 m); in a direction north 76° 15' east, a distance of six thousand four hundred and fifteen metres (6 415 m); in a direction south 76° 30' east, a distance of four thousand nine hundred and twenty metres (4 920 m); in a due north direction, a distance of approximately twenty-one thousand two hundred and seventy-five metres (21 275 m) until it meets the high watermark of the south shore of Leaf River, approximately at the meridian 69° 59' 30" west; in a westerly direction, the said high watermark of the south shore of Leaf River, until the meridian 70° 08' west; in a direction north 17° 30' west, a distance of approximately two thousand five hundred and ninety metres (2 590 m) until it meets the high watermark of the north shore of Leaf River; in a direction north 1° 40' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction south 82° 10' west, a distance of sixteen thousand two hundred and seventy metres (16 270 m); in a direction south 89° 05' west, a distance of eighteen thousand one hundred and eighty metres (18 180 m); in a direction south 23° 25' west, a distance of sixteen thousand one hundred and ten metres (16 110 m); in a direction south 44° 10' east, a distance of eight thousand metres (8 000 m); in a direction south 1° 40' east, a distance of seventeen thousand eight hundred metres (17 800 m); in a direction south 51° 55' west, a distance of six thousand eight hundred metres (6 800 m); in a direction south 60° 25' east, a distance of thirty-three thousand two hundred metres (33 200 m); in a direction north 29° 40' east, a distance of eight thousand eight hundred metres (8 800 m); in a direction south 83° 30' east, a distance of approximately eleven thousand four hundred metres (11 400 m) until it meets the high watermark of the west shore of Finger River; in a southerly direction the said high watermark of the west shore of Finger River and of Lake Jars, Lake Pourcher, Lake Bones, Lake Laumont and Lake Jourdan, until the parallel of latitude 58° 05' 20" north, in a direction south 17° 40' east, a distance of eight thousand six hundred and twenty metres (8 620 m); in a direction south 88° 50' east, a distance of four thousand five hundred and forty metres (4 540 m); in a direction north 19° 55' east, a distance of six thousand nine hundred and thirty metres (6 930 m); in a direction north 16° 30' east, a distance of fourteen thousand nine hundred and sixty metres (14 960 m); in a direction north 18° 45' west, a distance of thirteen thousand four hundred and seventy metres (13 470 m); in a direction north 10° 40' east, a distance of five thousand nine hundred and forty metres (5 940 m); in a direction south 86° 20' east, a distance of ten thousand nine hundred and forty metres (10 940 m); in a direction north 19° 55' east, a distance of nineteen thousand metres (19 000 m); in a direction south 49° 45' east, a distance of six thousand one hundred and sixty metres (6 160 m); in a direction south 73° 00' east, a distance of sixteen thousand three hundred and ninety metres (16 390 m); in a direction north 10° 00' east, a distance of two thousand metres (2 000 m); in a direction north 24° 50' west, a distance of twenty thousand one hundred and ninety metres (20 190 m); in a direction north 14° 45' east, a distance of fourteen thousand eight hundred and ninety metres (14 890 m); in a direction north 51° 40' east, a distance of twenty thousand six hundred metres (20 600 m); in a direction north 69° 50' west, a distance of approximately three thousand six hundred and thirty metres (3 630 m) until it meets the high watermark of the south shore of Leaf Bay, approximately at the meridian 69° 10' 30" west; in a southwesterly direction, the said high watermark of the south shore Leaf Bay, the east and south shore of Trading Post Cove up to the point of commencement."

From this Part Four above mentioned, to subtract the territory here after described and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 70° 08' west with the parallel of latitude 58° 40' 40" north; in a direction north 0° 10' west, a distance of five thousand two hundred and twenty metres (5 220 m); in a direction south 89° 20' east, a distance of seven thousand one hundred and ten metres (7 110 m); in a direction south 1° 20' east, a distance of thirteen thousand one hundred and thirty metres (13 130 m); in a direction south 87° 15' west, a distance of three thousand and sixty metres (3 060 m); in a direction north 22° 30' west, a distance of four thousand nine hundred metres (4 900 m); in a direction north 14° 30' west, a

distance of three thousand nine hundred and ten metres (3 910 m); in a direction south 82° 50' west, a distance of approximately one thousand four hundred and eighty metres (1 480 m) up to the point of commencement."

Part Five

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 02' 25" west with the parallel of latitude 58° 05' 05" north; in a direction north 1° 55' east, a distance of thirteen thousand three hundred and ten metres (13 310 m); in a direction north 63° 50' east, a distance of twenty thousand one hundred and fifty metres (20 150 m); in a direction south 3° 20' west, a distance of twenty-one thousand nine hundred and seventy metres (21 970 m); in a direction south 89° 10' west, a distance of approximately seventeen thousand two hundred and seventy metres (17 270 m) up to the point of commencement."

4.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 4.2 of Schedule 1 of the present Section, between the high watermark of the Leaf River, of the Leaf Basin, of the Leaf Bay and of the North Arm and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at three thousand eight hundred and forty square kilometres and twenty-five hundredths (3 840,25 km^2).

5.0 AUPALUK

5.1 Category II lands

Part One

A territory bounded to the east by Category I lands (Part Four), Bonnard Bay and Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Lefroy River with the meridian 69° 40' 55" west; in a westerly direction, the said high watermark of the north shore of Lefroy River until it meets the meridian 69° 45' 10" west; in a direction south 13° 30' west, a distance of eight thousand two hundred and thirty metres (8 230 m); in a direction south 12° 00' west, a distance of seven thousand four hundred and seventy metres (7 470 m); in a direction south 26° 45' east, a distance of approximately seventeen thousand five hundred and twenty metres (17 520 m) until it meets the high watermark of the west shore of Ungava Bay; in a southerly direction, the high watermark of the west shore of Ungava Bay until the parallel of latitude 59° 22' north; in a direction south 88° 30' west, a distance of twenty-seven thousand seven hundred and ninety metres (27 790 m); in a direction south 52° 20' west, a distance of twenty thousand metres (20 000 m); in a direction north 23° 35' west, a distance of thirty-six thousand and thirty metres (36 030 m); in a direction north 70° 10' east, a distance of eight thousand five hundred metres (8 500 m); in a direction north 72° 50' east, a distance of approximately thirty-six thousand five hundred metres (36 500 m) until it meets the high watermark of the south shore of Lefroy River; in a northeasterly direction, the said high watermark of the south shore of Lefroy River until the meridian 69° 50' 30" west; in a northerly direction, until it meets the high watermark of the north shore of the said river; in a northeasterly direction, the said high watermark of the said river until the parallel of latitude 59° 42' 10" north; in a direction south 86° 20' east, a distance of approximately ten thousand one hundred and ten metres (10 110 m) until it meets the high watermark of the west shore of Bonnard Bay; in a southwesterly direction, the said high watermark of Bonnard Bay and of the north shore of Lefroy River up to the point of commencement."

Part Two

A territory bounded partially to the north by Category I lands (Part Two) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 70º 09' 40" west, with the parallel of latitude 59º 07' 40" north; in a direction south 30º 30' west, a distance of three thousand eight hundred and eighty-five metres (3 885 m); in a direction south 7º 15' east, a distance of three thousand two hundred and sixty metres (3 260 m); in a direction north 78º 00' east, a distance of four thousand and ten metres (4 010 m); in a direction north 59º 30' east, a distance of eleven thousand nine hundred and fifteen metres (11 915 m); in a direction north 28º 00' east, a distance of four thousand five hundred and forty metres (4 540 m); in a direction south 18º 40' east, a distance of approximately twelve thousand nine hundred and sixty metres (12 960 m) until it meets the high watermark of the north shore of North Arm; in a westerly and southerly direction, the said high watermark of the north and west shore of North Arm until the parallel of latitude 59º 01' north; in a direction south 83º 50' west, a distance of seventeen thousand two hundred and eighty metres (17 280 m); in a direction south 0º 40' east, a distance of fourteen thousand six hundred and forty metres (14 640 m); in a direction south 82º 10' west, a distance of sixteen thousand two hundred and seventy metres (16 270 m); in a direction south 89º 05' west, a distance of eighteen thousand one hundred and eighty metres (18 180 m); in a direction south 23º 25' west, a distance of sixteen thousand one hundred and ten metres (16 110 m); in a direction south 89º 35' west, a distance of forty-two thousand three hundred and ninety metres (42 390 m); in a direction north 0º 55' west, a distance of eighteen thousand eight hundred metres (18 800 m); in a direction north 87º 00' east, a distance of sixteen thousand and forty metres (16 040 m); in a direction south 86º 15' east, a distance of twenty-seven thousand three hundred and sixty metres (27 360 m); in a direction north 63º 09' east, a distance of thirty-three thousand one hundred metres (33 100 m); in a direction north 5º 35' west, a distance of thirteen thousand nine hundred and eighty metres (13 980 m); in a direction south 89º 25' east, a distance of approximately eleven thousand five hundred metres (11 500 m) up to the point of commencement.”

Part Three

A territory bounded to the north by Category I lands (Part One) and situated on the north and west shore of Ikattok Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 69º 43' 40" west with the parallel of latitude 59º 10' 15" north; in a direction north 48º 00' east, a distance of five thousand five hundred and twenty metres (5 520 m); in a direction north 54º 30' east, a distance of twelve thousand six hundred and fifty metres (12 650 m); in a direction north 51º 30' east, a distance of approximately eight thousand six hundred and forty metres (8 640 m) until it meets the high watermark of the west shore of De Villiers Cove; in a northeasterly, southerly and southwesterly direction, the said high watermark of the south and east shore of De Villiers Cove, of the west shore of Ungava Bay and of the north and west shore of Ikattok Bay until the parallel of latitude 59º 06' 20" north; in a direction south 2º 00' west, a distance of ten thousand and ninety metres (10 090 m); in a direction south 69º 35' west, a distance of three thousand two hundred and ten metres (3 210 m); in a direction north 28º 30' west, a distance of approximately twenty thousand four hundred and seventy metres (20 470 m) up to the point of commencement.”

Part Four

A territory situated on both sides of the west part of Lake Peters and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

“Commencing at the point of intersection of the meridian 71º 14' 55" west with the parallel of latitude 59º 33' 50" north; in a direction north 8º 10' west, a distance of ten thousand seven hundred and ten metres (10 710 m); in a direction north 79º 05' east, a distance of sixteen thousand four hundred and fifty metres (16 450 m); in a direction south 29º 00' east, a distance of approximately two thousand four hundred and sixty metres (2 460 m) until it meets the high watermark of the north shore of Lake Peters; in a southwesterly direction, the said high watermark of the north shore of Lake Peters until the meridian 70º 58' 40" west; in a

southerly direction, until it meets the high watermark of the south shore of the said lake; in a southwesterly and southeasterly direction, the said high watermark of the south shore of the said lake until the meridian 70° 55' west; in a direction south 74° 50' west, a distance of approximately nineteen thousand three hundred and fifty metres (19 350 m) up to the point of commencement."

Part Five

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 57' 30" west with the parallel of latitude 59° 36' 40" north; in a direction north 11° 25' east, a distance of twenty-five thousand six hundred and ten metres (25 610 m); in a direction south 75° 45' east, a distance of fourteen thousand seven hundred and fifty metres (14 750 m); in a direction south 12° 15' west, a distance of nine thousand six hundred and thirty metres (9 630 m); in a direction south 4° 50' west, a distance of five thousand nine hundred and thirty metres (5 930 m); in a direction south 14° 40' west, a distance of seven thousand two hundred and fifty metres (7 250 m); in a direction north 86° 40' west, a distance of approximately fifteen thousand and fifteen metres (15 015 m) up to the point of commencement."

5.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 5.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at four thousand and thirty-nine square kilometres and sixty-eight hundredths (4 039,68 km^2).

6.0 KANGIQSUK

6.1 Category II lands

Part One

A territory situated south of Arnaud River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 04' west with the parallel of latitude 59° 45' 35" north; in a direction north 67° 30' east, a distance of twenty-seven thousand four hundred and thirty metres (27 430 m); in a direction north 1° 40' west, a distance of approximately four thousand one hundred metres (4 100 m) until it meets the high watermark of the north shore of Thury River; in a northeasterly direction, the said high watermark of the north shore of Thury River, of the south shore of Arnaud River (Payne) until the meridian 70° 07' 40" west; in a direction south 9° 40' east, a distance of eleven thousand four hundred and seventy metres (11 470 m); in a direction south 76° 20' east, a distance of one thousand three hundred and forty metres (1 340 m); in a direction south 2° 40' east, a distance of twenty-three thousand one hundred and eighty metres (23 180 m); in a direction south 83° 40' west, a distance of approximately forty-six thousand three hundred and fifty metres (46 350 m) until it meets the high watermark of the south shore of Lake Peters; in a northwesterly and northeasterly direction, the said high watermark of the south shore of Lake Peters until the meridian 70° 58' 40" west; in a northerly direction, until it meets the high watermark of the north shore of Lake Peters; in a northeasterly direction, the said high watermark of the north shore of Lake Peters until the meridian 70° 57' 20" west; in a direction north 29° 00' west, a distance of approximately twelve thousand five hundred and twenty metres (12 520 m) up to the point of commencement."

Part Two

A territory situated on the west shore of Ungava Bay, on both sides of Arnaud River (Payne) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of Kyak Bay with the meridian 69° 50' 30" west; in a direction north 54° 00' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 53° 00' west, a distance of one thousand eight hundred metres (1 800 m); in a direction north 2° 25' west, a distance of four thousand five hundred and ten metres (4 510 m); in a direction north 58° 30' west, a distance of three thousand six hundred and thirty metres (3 630 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and fifty metres (11 950 m); in a direction south 74° 10' west, a distance of two thousand two hundred and ten metres (2 210 m); in a due south direction, a distance of two thousand six hundred and fifty metres (2 650 m); in a direction south 87° 15' west, a distance of six thousand one hundred and thirty metres (6 130 m); in a direction south 3° 15' west, a distance of nine thousand six hundred metres (9 600 m); in a direction south 52° 30' west, a distance of three thousand and ninety-five metres (3 095 m); in a direction south 13° 15' west, a distance of approximately two thousand seven hundred metres (2 700 m) until it meets the high watermark of the north shore of Arnaud River; in a westerly direction, the said high watermark of the north shore of Arnaud River until the meridian 70° 30' west, in a due north direction, a distance of ten thousand five hundred metres (10 500 m); in a direction south 89° 00' west, a distance of six thousand and eighty metres (6 080 m); in a direction north 52° 30' west, a distance of six thousand two hundred metres (6 200 m); in a due west direction, a distance of two thousand metres (2 000 m); in a direction south 0° 30' west, a distance of eighteen thousand two hundred metres (18 200 m); in a direction north 60° 40' west, a distance of approximately twenty-five thousand metres (25 000 m) until it meets the high watermark of the south shore of Arnaud River; in a westerly direction, the said high watermark of the south shore of Arnaud River until the meridian 71° 42' west; in a direction south 19° 35' east, a distance of ten thousand and ninety metres (10 090 m); in a direction south 1° 10' east, a distance of fifteen thousand eight hundred and ten metres (15 810 m); in a direction north 75° 45' west, a distance of fourteen thousand seven hundred and fifty metres (14 750 m); in a direction north 0° 15' east, a distance of forty-one thousand nine hundred and ninety metres (41 990 m); in a direction north 89° 00' east, a distance of six thousand two hundred and ninety metres (6 290 m); in a direction north 31° 10' east, a distance of approximately two thousand five hundred and ninety metres (2 590 m) until it meets the high watermark of the south shore of a small river having its mouth at the parallel of latitude 60° 15' 10" north; in an easterly direction, the said high watermark of the south shore of the same river up to its mouth; in an easterly direction until it meets the high watermark of the north shore of another river into which the small river above mentioned is flowing; in a direction north 15° 15' east, a distance of seven thousand two hundred and twenty metres (7 220 m); in a direction south 89° 10' east, a distance of twenty-five thousand one hundred metres (25 100 m); in a direction south 7° 00' east, a distance of one thousand four hundred metres (1 400 m); in a direction south 88° 40' east, a distance of eight thousand and ninety metres (8 090 m); in a direction north 0° 35' west, a distance of four thousand three hundred and seventy metres (4 370 m); in a direction north 89° 30' east, a distance of eight thousand three hundred and fifty metres (8 350 m); in a direction south 0° 35' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction south 29° 30' east, a distance of six thousand and eighty metres (6 080 m); in a direction south 88° 30' east, a distance of eighteen thousand and sixty metres (18 060 m); in a direction north 44° 30' east, a distance of six thousand seven hundred and ninety metres (6 790 m); in a direction north 26° 20' west, a distance of approximately six thousand and fifty metres (6 050 m) until it meets the high watermark of the south shore of Lake Roberts; in an easterly direction the said high watermark of the south shore of Lake Roberts until the meridian 70° 12' 30" west; in a direction south 0° 35' east, a distance of two thousand and ten metres (2 010 m); in a direction south 88° 25' east, a distance of twenty-one thousand six hundred and eighty metres (21 680 m); in a direction south 22° 10' east, a distance of four thousand six hundred and fifty metres (4 650 m); in a direction south 55° 40' east, a distance of four thousand seven hundred and twenty metres (4 720 m); in a direction south 19° 30' east, a distance of four thousand and ten metres (4 010 m); in a direction south 6° 05' west, a distance of seven thousand four hundred and fifty metres (7 450 m); in a direction south 23° 40' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction south 20° 30' east, a distance of approximately two thousand three hundred and forty metres (2 340 m) until

it meets the high watermark of the north shore of Kyak Bay; in a northwesterly and southerly direction, the said high watermark of the north and west shore of Kyak Bay up to the point of commencement."

6.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 6.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Arnaud River (Payne) and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at four thousand eight hundred and sixty-four square kilometres and fifty-nine hundredths (4 864,59 km^2).

7.0 QUAQTAQ

7.1 Category II lands

Part One

A territory situated south of Category I lands and Category I special lands and west of Ungava Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of Diana Bay with the parallel of latitude 60° 59' 55" north; in a direction south 17° 50' west, a distance of two thousand seven hundred and ten metres (2 710 m); in a direction south 15° 30' east, a distance of seven thousand three hundred and seventy metres (7 370 m); in a direction south 20° 30' west, a distance of four thousand four hundred and fifty metres (4 450 m); in a direction south 31° 20' east, a distance of five thousand five hundred and thirty metres (5 530 m); in a direction south 38° 50' east, a distance of three thousand five hundred and thirty metres (3 530 m); in a direction south 77° 00' east, a distance of ten thousand six hundred metres (10 600 m); in a direction north 41° 15' east, a distance of five thousand seven hundred and sixty metres (5 760 m); in a direction north 87° 00' east, a distance of ten thousand three hundred and thirty metres (10 330 m); in a direction south 19° 15' east, a distance of approximately nine thousand six hundred and ten metres (9 610 m) until it meets the high watermark of Ungava Bay, approximately at the parallel of latitude 60° 44' 55" north; in a southwesterly and southerly direction, the said high watermark of the west shore of Ungava Bay until the parallel of latitude 60° 35' 10" north; in a direction north 81° 40' west, a distance of two thousand and ninety metres (2 090 m); in a direction south 45° 20' west, a distance of three thousand eight hundred and twenty metres (3 820 m); in a direction north 51° 20' west, a distance of six thousand one hundred metres (6 100 m); in a direction south 41° 30' west, a distance of fourteen thousand five hundred and forty metres (14 540 m); in a direction south 2° 30' west, a distance of five thousand eight hundred and fifty metres (5 850 m); in a direction north 82° 30' west, a distance of nine thousand seven hundred metres (9 700 m); in a direction north 44° 30' west, a distance of thirteen thousand eight hundred and forty metres (13 840 m); in a direction north 89° 15' west, a distance of twelve thousand and ten metres (12 010 m); in a due north direction, a distance of forty-one thousand two hundred and fifty metres (41 250 m); in a direction north 64° 10' east, a distance of nine thousand eight hundred and thirty metres (9 830 m); in a direction north 1° 40' west, a distance of five thousand three hundred and eighty metres (5 380 m); in a direction north 76° 00' east, a distance of approximately fourteen thousand three hundred metres (14 300 m) until it meets the high watermark of the west shore of Diana Bay; in a southerly direction, the said high watermark of the west shore of Diana Bay up to the point of commencement."

Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 37' 40" west with the parallel of latitude 60° 41' 40" north; in a direction north 57° 00' east, a distance of twenty thousand one hundred metres (20 100 m);

in a direction south 52° 20' east, a distance of eight thousand two hundred metres (8 200 m); in a direction north 61° 45' east, a distance of twenty-six thousand two hundred metres (26 200 m); in a direction south 15° 50' east, a distance of seventeen thousand five hundred metres (17 500 m); in a direction south 54° 40' west, a distance of eight thousand two hundred and fifty metres (8 250 m); in a direction south 29° 40' east, a distance of eight thousand four hundred and ten metres (8 410 m); in a direction south 45° 30' west, a distance of twenty thousand and ninety metres (20 090 m); in a direction south 52° 25' west, a distance of nineteen thousand four hundred metres (19 400 m); in a direction north 27° 10' west, a distance of approximately forty-one thousand two hundred metres (41 200 m) up to the point of commencement."

Part Three

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 71° 54' 30" west with the parallel of latitude 60° 30' 05" north; in a direction north 77° 50' east, a distance of fifteen thousand and ninety metres (15 090 m); in a direction south 17° 00' east, a distance of nine thousand six hundred and thirty metres (9 630 m); in a direction south 22° 50' east, a distance of fifteen thousand and fifty metres (15 050 m); in a direction south 35° 00' west, a distance of one thousand six hundred metres (1 600 m); in a direction south 89° 20' west, a distance of six thousand and forty metres (6 040 m); in a direction south 13° 40' west, a distance of approximately seven thousand two hundred and fifty metres (7 250 m) until it meets the high watermark of the north shore of a river; in a westerly direction, until it meets the high watermark of the south shore of the same river at the mouth of another river, approximately at the parallel of latitude 60° 15' 10" north; in a westerly direction, the high watermark of the south shore of the river last mentioned until the meridian 71° 50' 30" west; in a direction north 37° 45' west, a distance of five thousand five hundred and twenty metres (5 520 m); in a direction north 88° 00' west, a distance of three thousand five hundred and twenty metres (3 520 m); in a direction north 21° 55' west, a distance of four thousand nine hundred and twenty metres (4 920 m); in a due north direction, a distance of seven thousand two hundred metres (7 200 m); in a direction north 45° 50' east, a distance of five thousand four hundred metres (5 400 m); in a direction north 10° 10' east, a distance of approximately seven thousand four hundred and sixty metres (7 460 m) up to the point of commencement."

7.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 7.3 of Schedule 1 of the present Section, between the high watermark of the maritime coast and the boundary of Category I lands and of Category I special lands, is not included in the calculation establishing the area of those Category II lands at four thousand one hundred and seventy-five square kilometres and sixty-six hundredths (4 175,66 km^2).

8.0 KANGIQSUJUAQ

8.1 Category II lands

Part One

A territory situated to the west of Hudson Strait and to the south of Fisher Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Wakeham Bay with the meridian 72° 14' 10" west; in a direction north 13° 50' west, a distance of two thousand and ten metres (2 010 m); in a direction north 68° 30' east, a distance of two thousand and twenty-seven metres (2 027 m); in a direction north 48° 00' east, a distance of one thousand eight hundred metres (1 800 m); in a direction north 26° 30' east, a distance of three thousand five hundred and eighty metres (3 580 m); in a direction north 41° 35' east, a distance of one thousand four hundred and seventy-eight metres (1 478 m); in a direction north 21° 35' east, a distance of four hundred and twenty-seven metres (427 m); in a due north direction, a distance of one thousand

and thirty-six metres (1 036 m); in a direction north 24° 00' west, a distance of six hundred and fifty-five metres (655 m); in a direction north 37° 00' east, a distance of four thousand one hundred and fifteen metres (4 115 m); in a direction north 42° 00' east, a distance of approximately two thousand one hundred and thirty metres (2 130 m) until it meets the high watermark of Hudson Strait approximately at the meridian 72° 03' 40" west; in a northwesterly direction, the said high watermark of Hudson Strait and of Fisher Bay until the meridian 72° 08' 40" west; in a direction north 40° 40' west, a distance of eight hundred and fifty metres (850 m); in a direction north 77° 20' west, a distance of three thousand eight hundred and sixty metres (3 860 m); in a direction south 75° 25' west, a distance of ten thousand five hundred and sixty metres (10 560 m); in a direction south 13° 10' west, a distance of twenty-six thousand nine hundred and eighty metres (26 980 m); in a direction south 79° 15' east, a distance of one thousand six hundred and sixty metres (1 660 m); in a direction north 2° 30' west, a distance of two thousand two hundred and sixty metres (2 260 m); in a due east direction, a distance of approximately twelve thousand two hundred and sixty metres (12 260 m) until it meets the high watermark of the west shore of Wakeham River approximately at the parallel of latitude 61° 33' 55" north; in a northeasterly direction, the said high watermark of the west shore of Wakeham River and of Wakeham Bay up to the point of commencement."

Part Two

A territory situated to the west of Whitley Bay and to the south of Category I lands (Part One) and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of Joy Bay with the meridian 71° 50' 05" west; in a direction north 58° 00' west, a distance of three thousand nine hundred and sixty metres (3 960 m); in a direction north 69° 50' west, a distance of four thousand three hundred and ninety metres (4 390 m); in a direction north 53° 00' west, a distance of one thousand five hundred and seventy metres (1 570 m); in a direction north 34° 30' west, a distance of three thousand one hundred and nine metres (3 109 m); in a direction north 71° 30' west, a distance of eight thousand eight hundred and ten metres (8 810 m); in a direction north 62° 20' west, a distance of two thousand eight hundred and ninety-five metres (2 895 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); in a direction south 80° 50' west, a distance of two thousand four hundred and eight metres (2 408 m); in a due west direction, a distance of six hundred and ten metres (610 m); in a direction north 68° 00' west, a distance of three thousand two hundred metres (3 200 m); in a due west direction, a distance of one thousand and six metres (1 006 m); in a direction south 75° 45' west, a distance of three thousand two hundred metres (3 200 m); in a direction south 29° 00' west, a distance of one thousand five hundred and twenty-four metres (1 524 m); in a direction south 61° 15' west, a distance of two thousand two hundred and ten metres (2 210 m); in a direction south 45° 00' west, a distance of two thousand seven hundred metres (2 700 m); in a due west direction, a distance of one thousand and sixty-seven metres (1 067 m); in a direction north 53° 00' west, a distance of three hundred metres (300 m); in a direction south 2° 20' west, a distance of forty-four thousand seven hundred and sixty metre (44 760 m); in a direction south 29° 00' west, a distance of approximately eight thousand eight hundred metres (8 800 m) until it meets the high watermark of the east shore of a river, approximately at the parallel of latitude 61° 02' 30" north; in a southeasterly and southwesterly direction, the said high watermark of the east shore of the said river until the parallel of latitude 60° 55' north; in a direction south 6° 30' west, a distance of thirty-seven thousand two hundred metres (37 200 m); in a direction south 84° 30' east, a distance of seventeen thousand six hundred metres (17 600 m); in a direction north 4° 10' east, a distance of approximately thirty-six thousand eight hundred metres (36 800 m) until it meets the high watermark of the west shore of a river, approximately at the meridian 72° 23' west; in a northeasterly direction, the said high watermark of the west shore of the river until the parallel of latitude 60° 58' 50" north; in an easterly direction, until it meets the high watermark of the east shore of the said river; in a northeasterly direction, the said high watermark of the east shore of the river until the parallel of latitude 61° 04' 50" north; in a direction north 56° 05' west, a distance of three thousand eight hundred and

seventy metres (3 870 m); in a direction north 18° 55' east, a distance of nineteen thousand seven hundred metres (19 700 m); in a direction north 51° 00' east, a distance of five thousand two hundred and ten metres (5 210 m); in a direction south 88° 40' east, a distance of six thousand five hundred and sixty metres (6 560 m); in a direction south 39° 35' east, a distance of twenty-seven thousand three hundred and thirty metres (27 330 m); in a direction north 70° 20' east, a distance of approximately three thousand five hundred and sixty metres (3 560 m) until it meets the high watermark of the east shore of a river approximately at the meridian 71° 31' 10" west; in a northerly direction the said high watermark of the east shore of the river until it meets the high watermark of the south shore of the east arm of Burgoyne Bay; in a northwesterly direction, the said high watermark of Burgoyne Bay, of Whitley Bay and of the south shore of Joy Bay up to the point of commencement."

Part Three

A territory situated to the southeast of the "Parc national des Pingualuit" and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Lake Nantais with the meridian 73° 30' west, approximately at the parallel of latitude 61° 00' north; in a direction north 12° 25' west, a distance of thirteen thousand eight hundred and thirty metres (13 830 m); in a direction north 54° 10' east, a distance of approximately three thousand seven hundred and forty metres (3 740 m) until it meets the high watermark of the southwest shore of a lake having geocentric coordinates 73° 27' west and 61° 13' 30" north; in a northeasterly direction, the said high watermark of the southeast shore of the lake above mentioned until the meridian 73° 24' west; in a northerly direction, until it meets the high watermark of the north shore of the southeast arm of the said lake; in a northerly direction, the said high watermark of the east shore of the said lake until the parallel of latitude 61° 18' 20" north; in a direction south 40° 20' east, a distance of approximately twenty thousand six hundred and ninety metres (20 690 m) until it meets the high watermark of the east shore of a river approximately at the parallel of latitude 61° 10" north; in a southwesterly and southeasterly direction, the said high watermark of the east shore of the river until the parallel of latitude 61° 00' north; in a direction south 67° 30' west, a distance of approximately thirty-one thousand six hundred and ten metres (31 610 m) until it meets the high watermark of the east shore of the outlet having approximate coordinates 73° 36' west and 60° 43' 10" north; in a northwesterly direction, the said high watermark of the east shore of a succession of outlets and lakes and of the south shore of Lake Nantais until the meridian 73° 36' 40" west; in a northerly direction, until it meets the high watermark of the north shore of Lake Nantais; in an easterly and northerly direction, the said high watermark of the north shore of Lake Nantais up to the point of commencement."

Part Four

A territory situated to the south of Hudson Strait and on both sides of southeast arm of Douglas Harbour and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 72° 35' west with the parallel of latitude 61° 57' north; in a direction south 29° 10' east, a distance of six thousand three hundred and thirty metres (6 330 m); in a direction south 2° 20' west, a distance of twenty thousand five hundred and twenty metres (20 520 m); in a direction south 37° 10' west, a distance of nineteen thousand three hundred and twenty metres (19 320 m); in a direction south 57° 00' west, a distance of twenty-five thousand two hundred and fifty metres (25 250 m); in a direction north 49° 50' west, a distance of approximately three thousand two hundred metres (3 200 m) until it meets the high watermark of the west shore of Povungnituk River; in a northwesterly direction, the said high watermark of the west shore of Povungnituk River until the parallel of latitude 60° 30' north; in a direction north 32° 20' east, a distance of thirteen thousand three hundred metres (13 300 m); in a direction south 89° 50' east, a distance of six thousand eight hundred and eighty metres (6 880 m); in a direction north

30° 50' east, a distance of twelve thousand three hundred and thirty metres (12 330 m); in a direction north 89° 40' west, a distance of six thousand one hundred and forty metres (6 140 m); in a direction north 33° 20' east, a distance of approximately seventeen thousand eight hundred and thirty metres (17 830 m) until it meets the high watermark of the southeast shore of the southwest arm of Douglas Harbour; in a northeasterly, southeasterly and northwesterly direction, the said high watermark of the southeast shore of the southwest arm, the west and east shore of southeast arm, the east shore of Douglas Harbour up to the point of commencement."

Part Five

A territory situated to the south of Hudson Strait and to the west of Douglas Harbour and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of Hudson Strait with the meridian 72° 38' 30" west, approximately at the parallel of latitude 62° 03' 10" north; in a direction south 77° 35' west, a distance of two thousand one hundred and forty metres (2 140 m); in a direction south 9° 10' east, a distance of three thousand seven hundred and seventy metres (3 770 m); in a direction south 15° 20' west, a distance of fifteen thousand six hundred and sixty metres (15 660 m); in a direction south 79° 40' west, a distance of ten thousand three hundred and sixty metres (10 360 m); in a direction north 31° 40' west, a distance of twenty-nine thousand three hundred and twenty metres (29 320 m); in a direction north 58° 30' east, a distance of nine thousand eight hundred and eighty metres (9 880 m); in a direction north 83° 30' east, a distance of approximately ten thousand metres (10 000 m) until it meets the high watermark of Hudson Strait; in a southeasterly direction, the said high watermark of the south shore of Hudson Strait up to the point of commencement."

8.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 8.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Wakeham Bay and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at five thousand one hundred and eighty-one square kilometres and eighty-seven hundredths (5 181,87 km^2).

9.0 SALLUIT

9.1 Category II lands

Part One

A territory situated on Hudson Strait and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 76° 46' 40" west with the parallel of latitude 62° 20' 45" north; in a direction north 22° 30' east, a distance of approximately sixteen thousand five hundred and eighty metres (16 580 m) until it meets the high watermark of Hudson Strait; in a southeasterly direction, the said high watermark of Hudson Strait until the meridian 75° 57' 30" west; in a direction south 26° 20' west, a distance of sixteen thousand three hundred and ninety metres (16 390 m); in a direction north 76° 15' west, a distance of approximately thirty-seven thousand six hundred and ninety metres (37 690 m) up to the point of commencement."

Part Two

A territory situated on Hudson Strait, east of Deception Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of Hudson Strait with the meridian 74° 14' 40" west; in a direction south 37° 30' east, a distance of three thousand eight hundred and eighty metres (3 880 m); in a direction north 58° 20' east, a distance of seventeen thousand seven hundred and twenty metres (17 720 m);

in a direction south 31° 00' east, a distance of four thousand one hundred and fifty metres (4 150 m); in a direction south 31° 15' west, a distance of thirty-two thousand three hundred and thirty metres (32 330 m); in a direction north 87° 10' west, a distance of approximately five thousand one hundred metres (5 100 m) until it meets a line parallel to the north side of Deception Bay-Purtuniq Road and distant from the latter towards the north of four hundred and fifty-seven metres and two tenths (457,2 m); in a westerly direction, the said line parallel to the north side of the road until the meridian 74° 32' 20" west; in a northerly direction, until it meets the high watermark of the north shore of Deception River; in a northwesterly and northeasterly direction, the high watermark of Deception River, of Deception Bay and of Hudson Strait up to the point of commencement."

Part Three

A territory situated south of Deception Bay-Purtuniq Road and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 74° 32' 30" west with a line parallel to the south side of Deception Bay-Purtuniq Road and distant from the latter towards the south of four hundred and fifty-seven metres and two tenths (457,2 m); in an easterly direction, the said line parallel to the south side of the road until the meridian 74° 12' 30" west; in a direction south 14° 30' east, a distance of thirty-seven thousand four hundred and fifty metres (37 450 m); in a direction south 89° 30' west, a distance of twenty-two thousand five hundred and fifty metres (22 550 m); in a direction north 9° 10' west, a distance of thirty thousand and forty metres (30 040 m); in a direction north 85° 40' east, a distance of three thousand nine hundred and twenty metres (3 920 m); in a direction north 22° 10' west, a distance of approximately eight thousand and ninety metres (8 090 m) up to the point of commencement."

Part Four

A territory situated south of Category I lands and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 75° 25' west with the parallel of latitude 62° 00' 40" north; in a direction south 17° 15' east, a distance of three thousand seven hundred and twenty-five metres (3 725 m); in a direction south 35° 10' west, a distance of six thousand nine hundred and thirty-five metres (6 935 m); in a direction north 62° 30' west, a distance of five thousand eight hundred and twenty metres (5 820 m); in a direction north 4° 45' east, a distance of nine thousand two hundred and five metres (9 205 m); in a direction south 87° 00' west, a distance of three thousand nine hundred and fifty metres (3 950 m); in a direction south 0° 20' east, a distance of seven thousand six hundred metres (7 600 m); in a direction south 88° 50' west, a distance of twenty-six thousand nine hundred and eighty metres (26 980 m); in a direction south 0° 20' east, a distance of nine thousand nine hundred and ten metres (9 910 m); in a direction south 88° 30' west, a distance of seventeen thousand six hundred metres (17 600 m); in a direction south 1° 05' east, a distance of twenty-two thousand six hundred and fifty metres (22 650 m); in a direction north 88° 25' east, a distance of thirteen thousand two hundred metres (13 200 m); in a direction south 1° 20' east, a distance of twenty-three thousand two hundred metres (23 200 m); in a direction north 88° 50' east, a distance of eight thousand eight hundred metres (8 800 m); in a direction north 0° 10' west, a distance of three thousand one hundred and ninety metres (3 190 m); in a direction south 79° 50' east, a distance of eighteen thousand three hundred and ninety metres (18 390 m); in a direction south 32° 50' east, a distance of seven thousand four hundred and ten metres (7 410 m); in a direction south 0° 40' west, a distance of eighteen thousand six hundred metres (18 600 m); in a direction north 88° 50' east, a distance of twenty-seven thousand five hundred metres (27 500 m); in a direction north 9° 20' west, a distance of nineteen thousand seven hundred metres (19 700 m); in a direction north 44° 25' east, a distance of eighteen thousand one hundred and sixty metres (18 160 m); in a direction south 89° 35' east, a distance of eight thousand six hundred and sixty metres (8 660 m); in a direction

north 2° 30' west, a distance of nine thousand one hundred and eighty metres (9 180 m); in a direction north 9° 55' west, a distance of seven thousand seven hundred and ninety metres (7 790 m); in a direction south 86° 20' east, a distance of eight thousand four hundred and eighty metres (8 480 m); in a direction north 20° 30' west, a distance of twenty-one thousand five hundred and eighty metres (21 580 m); in a direction north 63° 50' west, a distance of approximately thirty-seven thousand nine hundred metres (37 900 m) up to the point of commencement."

9.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 9.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the Saglouc Fiord and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand and twelve square kilometres and ninety-nine hundredths (7 012,99 km^2).

9.3 The corridor of four hundred and fifty-seven metres and two tenths (457,2 m) on each side of the road Baie Deception-Purtuniq is Category III lands. Unless there is an agreement to the contrary with the Inuit Community Corporation of Saglouc, only the Inuit may fish in those parts of Lac Françoys Malherbe and of the Deception river which are situated within the said corridor.

10.0 AKULIVIK

10.1 Category II lands

Part One

A territory situated to the east of Hudson Bay and of Mosquito Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the north shore of Mosquito Bay with the meridian 77° 43' 40" west; in a direction north 22° 50' west, a distance of approximately six thousand four hundred and ninety metres (6 490 m), until it meets the high watermark of the south shore of Chukotat River; in a northeasterly direction, the said high watermark of the river until the meridian 77° 24' 15" west; in a direction north 34° 00' west, a distance of eleven thousand one hundred and fifty metres (11 150 m); in a direction south 58° 30' west, a distance of seventeen thousand nine hundred and eighty metres (17 980 m); in a direction south 16° 40' east, a distance of approximately one thousand and seventy metres (1 070 m), until it meets the high watermark of the north shore of a river having approximate coordinates 77° 47' 50" west and 60° 55' 30" north; in a southwesterly direction, the said high watermark of the river above mentioned until the meridian 77° 57' 15" west; in a direction north 25° 10' west, a distance of six thousand nine hundred and twenty metres (6 920 m); in a direction north 33° 45' east, a distance of one thousand nine hundred and eighty metres (1 980 m); in a direction north 63° 05' east, a distance of thirty-five thousand one hundred metres (35 100 m); in a direction north 1° 40' west, a distance of eighteen thousand four hundred metres (18 400 m); in a direction north 79° 40' east, a distance of forty-six thousand nine hundred and thirty metres (46 930 m); in a direction south 52° 25' east, a distance of fourteen thousand eight hundred and ten metres (14 810 m); in a direction south 49° 20' west, a distance of sixteen thousand four hundred and seventy metres (16 470 m); in a direction south 89° 10' west, a distance of approximately four thousand nine hundred and seventy metres (4 970 m) until it meets the high watermark of the north shore of Korak River, approximately at the meridian 76° 40' 30" west; in southwesterly direction, the said high watermark of the north shore of Korak River until the meridian 76° 52' west; in a direction south 1° 10' east, a distance of twenty-eight thousand two hundred metres (28 200 m); in a direction south 54° 30' east, a distance of five thousand metres (5 000 m); in a direction south 2° 05' east, a distance of thirty-four thousand metres (34 000 m); in a direction south 87° 50' west, a distance of six thousand four hundred and eighty metres (6 480 m); in a direction south 86° 05' west, a distance of twenty-three thousand one hundred and thirty metres (23 130 m); in a direction north 81° 50' west, a distance of six thousand two hundred metres (6 200 m); in a direction north 9° 00' west, a distance of six thousand four hundred metres

(6 400 m); in a direction north 79° 00' west, a distance of thirteen thousand six hundred metres (13 600 m); in a direction north 33° 30' west, a distance of approximately eleven thousand metres (11 000 m) until it meets the high watermark of the south shore of Korak Bay, approximately at the meridian 77° 47' 30" west; in a northeasterly and southwesterly direction, the said high watermark of the northeast and southwest shore of Korak Bay and of Mosquito Bay up to the point of commencement."

Part Two

A territory situated to the east of Hudson Bay and of Kettlestone Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of Hudson Bay with the parallel of latitude 61° 16' 50" north; in a direction south 36° 50' east, a distance of fifteen thousand eight hundred and forty metres (15 840 m); in a direction south 24° 55' west, a distance of thirteen thousand three hundred and fifty metres (13 350 m); in a direction north 41° 40' west, a distance of approximately ten thousand six hundred metres (10 600 m) until it meets the high watermark of the east shore of Hudson Bay; in a northeasterly direction, the said high watermark of the east shore of Hudson Bay and of Kettlestone Bay up to the point of commencement."

Part Three

A territory situated to the east of Hudson Bay and of Kovic Bay and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the east shore of Hudson Bay with the meridian 77° 46' 10" west, approximately at the parallel of latitude 61° 41' 15" north; in a direction north 87° 35' east, a distance of thirty-three thousand seven hundred metres (33 700 m); in a direction south 2° 45' east, a distance of ten thousand two hundred metres (10 200 m); in a direction south 87°15' west, a distance of eleven thousand metres (11 000 m); in a direction south 1° 05' east, a distance of twelve thousand six hundred metres (12 600 m); in a direction north 88° 30' east, a distance of fourteen thousand metres (14 000 m); in a direction south 13° 50' east, a distance of ten thousand eight hundred metres (10 800 m); in a direction south 71° 15' west, a distance of twenty-eight thousand four hundred metres (28 400 m); in a direction north 51° 15' west, a distance of approximately twelve thousand one hundred and ten metres (12 110 m) until it meets the high watermark of a little bay having geocentric coordinates 77° 42' 50" west and 61° 26' 15" north; in a northerly, easterly, southeasterly, northwesterly and northeasterly direction, the said high watermark of the east shore of the Bay above mentioned, of Hudson Bay, of Kovik Bay and of the south shore of Kovik River until the meridian 77° 33' west; in a northwesterly direction, until it meets the high watermark of the north shore of Kovik River; in a southwesterly direction, the said high watermark of the north shore of Kovik River, of the north shore of Kovik Bay and east shore of Hudson Bay up to the point of commencement."

10.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 10.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the north shore of Mosquito Bay and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at five thousand one hundred and ninety square kilometres and ninety-three hundredths (5 190,93 km^2).

11.0 INUKJUAK

11.1 Category II lands

Part One

A territory situated to the east of Hudson Bay and of Hopewell Sound and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the west shore of Gladel River with the parallel of latitude 58° 15' 45" north; in a direction north 12° 00' west, a distance of nine hundred and seventy-five metres (975 m); in a direction north 73° 00' west, a distance of eleven thousand and sixty-five metres (11 065 m); in a direction north 61° 20' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 34° 10' west, a distance of five thousand four hundred and forty metres (5 440 m); in a direction north 17° 40' west, a distance of seven thousand two hundred and forty metres (7 240 m); in a direction north 29° 30' west, a distance of nine thousand four hundred and fifty metres (9 450 m); in a direction north 54° 35' west, a distance of twelve thousand nine hundred and ten metres (12 910 m); in a direction north 46° 30' west, a distance of eight thousand six hundred and eighty-five metres (8 685 m); in a direction north 88° 45' west, a distance of eleven thousand nine hundred and thirty-five metres (11 935 m); in a direction south 20° 30' west, a distance of approximately three hundred and fifty metres (350 m) until it meets the high watermark of the east shore of Portage Bay; in a northerly and northeasterly direction, the said high watermark of Portage Bay and of Hudson Bay until the parallel of latitude 59° 04' 20" north, going around the peninsula situated to the southwest of Mistake Bay; in a direction south 31° 30' east, a distance of three thousand eight hundred metres (3 800 m); in a direction north 32° 50' east, a distance of fourteen thousand six hundred metres (14 600 m); in a direction north 45° 10' east, a distance of thirteen thousand two hundred metres (13 200 m); in a direction south 81° 10' east, a distance of fifteen thousand eight hundred metres (15 800 m); in a direction south 18° 55' east, a distance of sixty-two thousand seven hundred metres (62 700 m); in a direction south 60° 45' east, a distance of twenty-six thousand three hundred metres (26 300 m); in a direction south 28° 05' west, a distance of twenty-two thousand three hundred and eighty metres (22 380 m); in a direction south 2° 35' east, a distance of twenty-seven thousand nine hundred metres (27 900 m); in a direction south 36° 35' east, a distance of approximately sixteen thousand five hundred metres (16 500 m) until it meets the high watermark of the north shore of a succession of lakes and outlets, approximately at the meridian 76° 51' 20" west; in a southwesterly direction, the said high watermark of the north shore of the said lakes until it meets the high watermark of the north shore of Kikkerteluc River; in a northwesterly direction, the said high watermark of the north shore of Kikkerteluc River until the parallel of latitude 57° 59' 30" north; in a westerly direction, until it meets the high watermark of the south shore of Kikkerteluc River; in a direction south 88° 10' west, a distance of four thousand eight hundred metres (4 800 m); in a direction north 65° 00' west, a distance of approximately four thousand one hundred metres (4 100 m), until it meets the high watermark of the south shore of Kikkerteluc River approximately at the meridian 77° 11' west; in an easterly direction, the said high watermark of the south shore of Kikkerteluc River until the meridian 77° 09' west; in a northerly direction, until it meets the high watermark of the north shore of Kikkerteluc River; in a northwesterly direction, the said high watermark of the north shore of Kikkerteluc River, of the east shore of Hudson Bay and of Hopewell Sound, of the south shore of Gladel River until the meridian 77° 29' 30" west; in a northwesterly direction, until it meets the high watermark of the north shore of Gladel River; in a southwesterly direction, the said high watermark of the north shore of Gladel River up to the point of commencement."

Part Two

A territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the meridian 76° 14' 30" west with the parallel of latitude 58° 49' 35" north; in a direction south 64° 00' east, a distance of thirty-five thousand two hundred and ten metres (35 210 m); in a direction south 29° 00' west, a distance of fifty-two thousand five hundred metres (52 500 m); in a direction north 53° 40' west, a distance of twenty-four thousand two hundred metres (24 200 m); in a direction north 16° 20' east, a distance of approximately forty-eight thousand eight hundred metres (48 800 m) up to the point of commencement."

Part Three

A territory situated to the east of Hopewell Sound, including the west part of Bates Peninsula, this territory being delimited by the geometrical segments, topographical features and other boundaries, as follows :

"Commencing at the point of intersection of the high watermark of the south shore of Portage Bay with the meridian 78° 30' 30" west; in a northwesterly, southerly and southeasterly direction, the said high watermark of the south shore of Portage Bay and east shore of Hudson Bay, going round the west part of Bates Peninsula until the meridian 78° 30' 50" west; in a direction north 20° 30' east, a distance of approximately two thousand metres (2 000 m) up to the point of commencement."

11.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 11.2 of Schedule 1 of the present Section, between the high watermark of the Witch Bay and of the Hopewell Sound and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand eight hundred and eighty-three square kilometres and twenty-two hundredths (7 883,22 km^2).

12.0 UMIUJAQ AND KUUJJUARAPIK

12.1 Category II lands

Umiujaq

Part One

A territory situated around Lake Guillaume-Delisle :

Commencing at the north-eastern corner of Block 1 of Bassin-du-Lac-Guillaume-Delisle, namely at operating station no. 3 (survey plan Divers 150-5Aa) located on the high watermark of Lake Guillaume-Delisle; from there, following the said high watermark of Lake Guillaume-Delisle, namely the northern boundary of the said Block 1 up to its intersection with meridian 76° 35' 38"; then north, following meridian 76° 35'°38" up to its intersection with the boundary of Block 3 of Bassin-du-Lac-Guillaume-Delisle, namely the high watermark of the north shore of the outlet of the said lake, also known as Le Goulet; from there, successively following the eastern boundaries of Blocks 3 and 2 of the said Bassin (survey plan Divers 150-5A-1a), i.e. the high watermark of Lake Guillaume-Delisle followed by the marked eastern boundary of the said Block 2, up to its intersection with parallel of latitude 56° 33' 47" north; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 33' 59" north and meridian of longitude 76° 10' 33" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 29' 58" north and meridian of longitude 76° 10' 03" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 29' 45" north and meridian of longitude 76° 15' 01" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 26' 35" north and meridian of longitude 76° 14' 53" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 26' 37" north and meridian of longitude 76° 09' 09" west; towards the south-east, a straight line up to the point of intersection of the average high watermark of the eastern shore of Lake Guillaume-Delisle, Quurngualuk Pass sector, and parallel of latitude 56° 13' 20" north, approximately at meridian of longitude 76° 02' 29" west; in a general south-easterly direction, the average high watermark of the eastern shore of Lake Guillaume-Delisle up to the point of intersection with parallel of latitude 56° 11' 37" north, approximately at meridian of longitude 75° 59' 19" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 12' 08" north and meridian of longitude 75° 56' 05" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 53' l1" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 04' 40" north and meridian of longitude 76° 03' 35" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 04' 16" north and meridian of longitude 76° 14' 09" west; towards the north-west, a straight line up to station no. 30 (survey plan Divers 150-5Aa) located on the marked eastern boundary of the said

Block 1; from there, following the said marked eastern boundary of the said Block 1 up to the point of commencement.

The said territory has an area of one thousand one hundred and ninety-seven square kilometres (1,197 km^2).

Part Two

A territory located from the Hudson Bay coast to the Minto Lake region :

Commencing at the point of intersection of the Hudson Bay high watermark and parallel of latitude 56° 58' 02" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 58' 04" north and meridian of longitude 76° 29' 15" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 57' 56" north and meridian of longitude 76° 18' 15" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 03' 23" north and meridian of longitude 75° 51' 55" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 03' 12" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 19" north and meridian of longitude 75° 55' 20" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 17" north and meridian of longitude 75° 45' 06" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 31" north and meridian of longitude 75° 44' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 22" north and meridian of longitude 75° 42' 36" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 21" north and meridian of longitude 75° 42' 01" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 24" north and meridian of longitude 75° 41' 42" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 06' 40" north and meridian of longitude 75° 41' 12" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 07" north and meridian of longitude 75° 35' 45" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 05" north and meridian of longitude 75° 35' 15" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 13" north and meridian of longitude 75° 34' 39" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 41" north and meridian of longitude 75° 30' 07" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 48" north and meridian of longitude 75° 26' 59" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 26' 27" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 30" north and meridian of longitude 75° 25' 40" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 37" north and meridian of longitude 75° 24' 38" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 22" north and meridian of longitude 75° 24' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 22' 55" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 07" north and meridian of longitude 75° 21' 51" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 05" north and meridian of longitude 75° 21' 02" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 20' 11" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 18' 52" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09’ 45" north and meridian of longitude 75° 18' 00" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 13" north and meridian of longitude 75° 17' 45" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 41" north and meridian of longitude 75° 17' 22" west; towards the north, a straight line up to the point of intersection of parallel of latitude 57° 11’ 15" north and meridian of longitude 75° 17' 22" west; towards the north-west, a straight line

up to the point of intersection of parallel of latitude 57° 16' 40" north and meridian of longitude 75° 19' 56" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 58" north and meridian of longitude 75° 19' 58" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 18' 17" north and meridian of longitude 75° 12' 50" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 21' 23" north and meridian of longitude 75° 14' 53" west; towards the north-east, a straight line up to the point of intersection of the high watermark of the western shore of a lake with parallel of latitude 57° 21' 44" north, approximately at meridian of longitude 75° 13' 09" west; in a general south-easterly direction, the high watermark of the western shore of the said lake up to the point of intersection with parallel of latitude 57° 20' 52" north, approximately at meridian of longitude 75° 12' 13" west; towards the southeast, a straight line up to the point of intersection of the high watermark of the shore of a lake with parallel of latitude 57° 20' 40" north, approximately at meridian of longitude 75° 11' 35" west; in a general south-easterly direction, the high watermark of the western shore of the said lake up to the point of intersection with parallel of latitude 57° 20' 13" north, approximately at meridian of longitude 75° 09' 19 west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 19' 31" north and meridian of longitude 75° 06' 57" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 17' 36" north and meridian of longitude 75° 08' 22" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75° 10' 34" west; towards the west, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75° 11' 01" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 49" north and meridian of longitude 75° 11' 36" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 31" north and meridian of longitude 75° 11' 37" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 19" north and meridian of longitude 75° 11' 22" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 04" north and meridian of longitude 75° 11' 30" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 15' 57" north and meridian of longitude 75° 11' 36" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 15' 44" north and meridian of longitude 75° 13' 44" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 14' 27" north and meridian of longitude 75° 14' 11" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 13' 49" north and meridian of longitude 75° 13' 52" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 13' 24" north and meridian of longitude 75° 13' 17" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 13' 13" north and meridian of longitude 75° 12' 07" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 13' 01" north and meridian of longitude 75° 11' 53" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 58" north and meridian of longitude 75° 11' 31" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57’ 12' 54" north and meridian of longitude 75° 10' 51" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 48" north and meridian of longitude 75° 10' 08" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 47" north and meridian of longitude 75° 09' 27" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 45" north and meridian of longitude 75° 08' 35" west; towards the south-east, a straight line up to the point of intersection of the high watermark of the south-west shore of Lake Minto with meridian of longitude 75° 06' 26" west, approximately at parallel of latitude 57° 09' 46" north; in a general north-easterly direction, the high watermark of the south-west shore of Lake Minto up to the point of intersection with meridian of longitude 74° 35' 02" west, approximately at parallel of latitude 57° 12' 16" north; towards the north, a straight line up to the point of intersection of the high watermark of the north-east shore of Lake Minto with meridian of longitude 74° 35' 02" west, approximately at parallel of latitude 57° 12' 31" north; in a general north-westerly direction, the high watermark of the north-east shore of Lake Minto up to the point of intersection with meridian of longitude

74° 49' 26" west, approximately at parallel of latitude 57° 15' 10" north; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 15' 07" north and meridian of longitude 74° 50' 11" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 52" north and meridian of longitude 74° 52' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 18' 51" north and meridian of longitude 74° 47' 07" west; towards the south-east, a straight line up to the point of intersection of the high watermark of the south shore of Lake Minto and meridian of longitude 74° 44' 27" west, approximately at parallel of latitude 57° 16' 39" north; in a general north-easterly direction, the high watermark of the south shore of Lake Minto east of the Simialuit Islands up to the point of intersection of parallel of latitude 57° 20' 42" north and meridian of longitude 74° 32' 32" west; towards the north-west, a straight line up to the point of intersection of meridian of longitude 74° 33' 40" west and the high watermark of the north shore of Deception Bay of Lake Minto south of the Uivvaq peninsula, approximately at parallel of latitude 57° 21' 44" north; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 23' 22" north and meridian of longitude 74° 27' 32" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 21' 48" north and meridian of longitude 74° 26' 13" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 21' 44" north and meridian of longitude 74° 26' 34" west; towards the south-west, a straight line up to the point of intersection of the high watermark of the south shore of Deception Bay of Lake Minto and parallel of latitude 57° 21' 35" north, approximately at meridian of longitude 74° 27' 18" west; in a general south-westerly direction, the high watermark of the south shore of Deception Bay of Lake Minto up to the point of intersection with meridian of longitude 74° 32' 00" west, approximately at parallel of latitude 57° 20' 42" north; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 55" north and meridian of longitude 74° 25' 02" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 25" north and meridian of longitude 74° 24' 13" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 24" north and meridian of longitude 74° 24' 11" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 14' 14" north and meridian of longitude 74° 24' 10" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 32" north and meridian of longitude 74° 24' 19" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 59" north and meridian of longitude 74° 24' 29" west; towards the west, a straight line up to the point of intersection of the high watermark of the north-east shore of a lake with meridian of longitude 74° 28' 55" west, approximately at parallel of latitude 57° 06' 59" north; in a general westerly direction, the high watermark of the north-eastern and northern shores of the said lake up to the point of intersection of parallel of latitude 57° 07' 06" north and meridian of longitude 74° 33' 41" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 07’ 07" north and meridian of longitude 74° 34' 20" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 04" north and meridian of longitude 74° 35' 06" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 21" north and meridian of longitude 74° 35' 48" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 20" north and meridian of longitude 74° 36' 27" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 54" north and meridian of longitude 74° 38' 24" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 18" north and meridian of longitude 74° 38' 42" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 19" north and meridian of longitude 74° 40' 38" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 09" north and meridian of longitude 74° 51' 42" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 36" north and meridian of longitude 74° 54' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 17" north and meridian of longitude 75° 01' 22" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 59" north and meridian of longitude 75° 03' 59" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 02' 43" north and meridian

of longitude 75° 39' 28" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 00' 20" north and meridian of longitude 75° 47' 27" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 54' 56" north and meridian of longitude 75° 41' 57" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 58" north and meridian of longitude 75° 58' 10" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 32" north and meridian of longitude 75° 58' 27" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 56' 23" north and meridian of longitude 76° 02' 35" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 51' 13" north and meridian of longitude 76° 24' 55" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 48' 36" north and meridian of longitude 76° 26' 05" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 76° 25' 56" west and the marked northern boundary of Block 2 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5Aa); from there, following the said northern boundary of the said Block 2 in a westerly direction to station no . 6 shown on the said plan, namely to its intersection with the average high watermark of Hudson Bay; in a general northerly direction, the average high watermark of Hudson Bay up to the point of commencement.

This territory has an area of one thousand eight hundred and thirty-seven square kilometres (1,837 km^2).

Kuujjuarapik

Part One

A territory located to the south of Lake Guillaume-Delisle :

Commencing at operating station no. 30 located on the eastern boundary of Block 1 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5Aa); towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 04' 16" north and meridian of longitude 76° 14' 09" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 04' 40" north and meridian of longitude 76° 03' 35" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 53' l1" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 06' 20" north and meridian of longitude 75° 53' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 00' 29" north and meridian of longitude 75° 58' 19" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 55° 58' 44" north and meridian of longitude 76° 09' 21" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 01' 42" north and meridian of longitude 76° 33' 02" west; towards the north-west, a straight line up to operating station no. 17 located in the south-eastern corner of the said Block 1; from there, following the marked eastern boundary of the said Block 1 up to the point of commencement.

This territory has an area of three hundred and sixty-six square kilometres (366 km^2).

Part Two

A territory located to the north and east of Lake Guillaume-Delisle :

Commencing at the point of intersection of meridian of longitude 76° 25' 56" west and the marked northern boundary of Block 2 of Bassin-du-Lac-Guillaume-Delisle (survey plan Divers 150-5A-1a); towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 48' 36" north and meridian of longitude 76° 26' 05" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 51' 13" north and meridian of longitude 76° 24' 55" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 56' 23" north and meridian of longitude 76° 02' 35" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 51' 32" north and meridian of longitude 75° 58' 27" west; towards the south-west, a straight line up to the point of

intersection of parallel of latitude 56° 36' 09" north and meridian of longitude 76° 08' 12" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 56° 15' 49" north and meridian of longitude 75° 57' 41" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 76° 02' 29" west with the high watermark of the north-east shore of Lake Guillaume-Delisle, approximately at parallel of latitude 56° 13' 20" north; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 26' 37" north and meridian of longitude 76° 09' 09" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 26' 35" north and meridian of longitude 76° 14' 53" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 29' 45" north and meridian of longitude 76° 15' 01" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 56° 29' 58" north and meridian of longitude 76° 10' 03" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 33' 59" north and meridian of longitude 76° 10' 33" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 33' 47" north and the marked eastern boundary of the said Block 2; from there, following the marked eastern and northern boundaries of the said Block 2 up to the point of commencement.

This territory has an area of one thousand and fifty-three square kilometres (1,053 km^2).

Part Three

A territory located to the west, north and east of Lake Tikirartuuq :

Commencing at the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 29' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 24" north and meridian of longitude 76° 01' 21" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 12' 52" north and meridian of longitude 75° 59' 46" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 19' 56" north with the east shore of a lake, approximately at meridian of longitude 75° 22' 09" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 21' 23" north and meridian of longitude 75° 14' 53" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 18' 17" north and meridian of longitude 75° 12' 50" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 58" north and meridian of longitude 75° 19' 58" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 40" north and meridian of longitude 75° 19' 56" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 11' 15" north and meridian of longitude 75° 17' 22" west; towards the south, a straight line up to the point of intersection of parallel of latitude 57° 10' 41" north and meridian of longitude 75° 17' 22" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 13" north and meridian of longitude 75° 17' 45" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 45" north and meridian of longitude 75° 18' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 18' 52" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian of longitude 75° 20' 11" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 05" north and meridian of longitude 75° 21' 02" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 07" north and meridian of longitude 75° 21' 51" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 15" north and meridian of longitude 75° 22' 55" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 22" north and meridian of longitude 75° 24' 00" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 37" north and meridian of longitude 75° 24' 38" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 30" north and meridian of longitude 75° 25' 40" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 09' 00" north and meridian

of longitude 75° 26' 27" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 48" north and meridian of longitude 75° 26' 59" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 41" north and meridian of longitude 75° 30' 07" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 13" north and meridian of longitude 75° 34' 39" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 05" north and meridian of longitude 75° 35' 15" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 08' 07" north and meridian of longitude 75° 35' 45" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 06' 40" north and meridian of longitude 75° 41' 12" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 24" north and meridian of longitude 75° 41' 42" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 21" north and meridian of longitude 75° 42' 01" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 22" north and meridian of longitude 75° 42' 36" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 31" north and meridian of longitude 75° 44' 00" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 06' 17" north and meridian of longitude 75° 45' 06" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 19" north and meridian of longitude 75° 55' 20" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 10' 01" north and meridian of longitude 76° 03' 12" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 03' 23" north and meridian of longitude 75° 51' 55" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 57' 56" north and meridian of longitude 76° 18' 15" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 56° 58' 04" north and meridian of longitude 76° 29' 15" west; towards the north-west, a straight line up to the point of commencement.

This territory has an area of one thousand three hundred and sixty-four square kilometres (1,364 km^2).

Part Four

A territory located to the south of Lake Minto :

Commencing at the point of intersection of parallel of latitude 57° 00' 20" north and meridian of longitude 75° 47' 27" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 02' 43" north and meridian of longitude 75° 39' 28" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 59" north and meridian of longitude 75° 03' 59" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 17" north and meridian of longitude 75° 01' 22" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 36" north and meridian of longitude 74° 54' 00" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 09" north and meridian of longitude 74° 51' 42" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 10' 19" north and meridian of longitude 74° 40' 38" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 09' 18" north and meridian of longitude 74° 38' 42" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 54" north and meridian of longitude 74° 38' 24" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 20" north and meridian of longitude 74° 36' 27" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 21" north and meridian of longitude 74° 35' 48" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 08' 04" north and meridian of longitude 74° 35' 06" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 07' 07" north and meridian of longitude 74° 34' 20" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 07' 06" north and the north-west shore of a lake, approximately at meridian of longitude 74° 33' 41" west; in a general south-easterly

direction, the south-west shore of the said lake up to the point of intersection with parallel of latitude 57° 06' 58" north, approximately at meridian of longitude 74° 33' 33" west; towards the south-west, a straight line up to the point of intersection of the north-east shore of Lake Levitre with parallel of latitude 57° 06' 29" north, approximately at meridian of longitude 74° 35' 42" west; in a general south-westerly direction, the north-west shore of Lake Levitre up to the point of intersection with parallel of latitude 57° 05' 22" north, approximately at meridian of longitude 74° 37' 48" west; towards the north-west, a straight line up to the point of intersection of the north-east shore of a lake with parallel of latitude 57° 05' 25" north, approximately at meridian of longitude 74° 38' 07" west; in a general north-westerly direction, the north-east shore of the above mentioned lake up to the point of intersection with parallel of latitude 57° 05' 52" north, approximately at meridian of longitude 74° 41' 55" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 05' 46" north and meridian of longitude 74° 42' 50" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 03' 19" north and meridian of longitude 74° 56' 07" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 02' 12" north and meridian of longitude 75° 02' 13" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 58' 17" north and meridian of longitude 75° 23' 32" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 58' 06" north and meridian of longitude 75° 24' 33" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 57' 04" north and meridian of longitude 75° 30' 10" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 55' 43" north and meridian of longitude 75° 37' 34" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 56° 54' 56" north and meridian of longitude 75° 41' 57" west; towards the north-west, a straight line up to the point of commencement.

This territory has an area of eight hundred and twenty-one square kilometres (821 km^2).

Part Five

A territory located in the Minto Lake region :

Commencing at the point of intersection of parallel of latitude 57° 21' 44" north and meridian of longitude 75° 13' 09 west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 21' 57" north and meridian of longitude 75° 12' 02" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 24' 02" north and meridian of longitude 75° 01' 45" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 25' 47" north and meridian of longitude 74° 53' 08" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 26' 02" north and meridian of longitude 74° 51' 53" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 26' 30" north and meridian of longitude 74° 48' 51" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 27' 15" north and meridian of longitude 74° 45' 25" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 27' 24" north and meridian of longitude 74° 44' 50" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 27' 41" north and meridian of longitude 74° 43' 44" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 30' 29" north and meridian of longitude 74° 33' 32" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 23' 22" north and meridian of longitude 74° 27' 32" west; towards the south-west, a straight line up to the point of intersection of meridian of longitude 74° 33' 40" west and the high watermark of the north shore of Deception Bay south of the Uivvaq peninsula, approximately at parallel of latitude 57° 21' 44" north; towards the south-east, a straight line up to the point of intersection of meridian of longitude 74° 32' 32" west and the high watermark of the south shore of Deception Bay of Lake Minto east of the Simialuit islands, approximately at parallel of latitude 57° 20' 42" north; in a general south-westerly direction, the high watermark of the south shore of Lake Minto up to the point of intersection with meridian of longitude 74° 44' 27" west, approximately at parallel of latitude 57° 16' 39" north; towards the

north-west, a straight line up to the point of intersection of parallel of latitude 57° 18' 51" north and meridian of longitude 74° 47' 07" west; towards the south-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 52" north and meridian of longitude 74° 52' 37" west; towards the south-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 07" north and meridian of longitude 74° 50' 11" west; towards the north-east, a straight line up to the point of intersection of the high watermark of the east shore of Lake Minto and meridian of longitude 74° 49' 26" west, approximately at parallel of latitude 57° 15' 10" north; in a general south-easterly direction, the high watermark of the east shore of Lake Minto up to the point of intersection with meridian of longitude 74° 35' 02" west, approximately at parallel of latitude 57° 12' 31" north; towards the south, a straight line up to the point of intersection of the south shore of Lake Minto with parallel of latitude 57° 12' 16" north, approximately at meridian of longitude 74° 35' 02" west; in a general south-westerly direction, the south shore of Lake Minto up to the point of intersection with meridian of longitude 75° 06' 26" west, approximately at parallel of latitude 57° 09' 46" north; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 45" north and meridian of longitude 75° 08' 35" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 47" north and meridian of longitude 75° 09' 27" west ; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 48" north and meridian of longitude 75° 10' 08" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 54" north and meridian of longitude 75° 10' 51" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 12' 58" north and meridian of longitude 75° 11' 31" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 01" north and meridian of longitude 75° 11' 53" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 13" north and meridian of longitude 75° 12' 07" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 24" north and meridian of longitude 75° 13' 17" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 13' 49" north and meridian of longitude 75° 13' 52" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 14' 27" north and meridian of longitude 75° 14' 11" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 44" north and meridian of longitude 75° 13' 44" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 15' 57" north and meridian of longitude 75° 11' 36" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 04" north and meridian of longitude 75° 11' 30" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 19" north and meridian of longitude 75° 11' 22" west; towards the north-west, a straight line up to the point of intersection of parallel of latitude 57° 16' 31" north and meridian of longitude 75° 11' 37" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 16' 49" north and meridian of longitude 75° 11' 36" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75 °11'°01" west; towards the east, a straight line up to the point of intersection of parallel of latitude 57° 17' 08" north and meridian of longitude 75° 10' 34" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 17' 36" north and meridian of longitude 75° 08' 22" west; towards the north-east, a straight line up to the point of intersection of parallel of latitude 57° 19' 31" north and meridian of longitude 75° 06' 57" west; towards the north-west, a straight line up to the point of intersection of the south shore of a lake with parallel of latitude 57° 20' 13" north, approximately at meridian of longitude 75° 09' 19" west; in a general north-westerly direction, the shore of the above mentioned lake up to the point of intersection with parallel of latitude 57° 20' 40" north, approximately at meridian of longitude 75° 11' 35" west; towards the north-west, a straight line up to the point of intersection of the south-west shore of the above mentioned lake and parallel of latitude 57° 20' 52" north, approximately at meridian of longitude 75° 22' 13" west; in a general north-westerly direction, the south-west shore of the above mentioned lake up to the point of commencement.

This territory has an area of nine hundred and sixty-one square kilometres (961 km^2).

12.2 The strip of Category II lands measuring sixty metres and ninety-six hundredths (60,96 m) in width, mentioned in paragraph 12.2 of Schedule 1 of the present Section, between the high watermark of the maritime coast and of the entrance of Lake Guillaume-Delisle and the boundary of Category I lands, is not included in the calculation establishing the area of those Category II lands at seven thousand five hundred and ninety-eight square kilometres and thirty-three hundredths (7 598,33 km^2).

12.3 If Québec appropriates Category II lands for hydroelectric development purposes in the area of Minto Lake, such Category II lands shall be replaced in accordance with the provisions of the Inuit land regime applicable to Category II lands, except that Québec may propose replacement lands which do not have similar characteristics to the lands appropriated.

13.0 IVUJIVIK

13.1 Category II lands

a) Map showing the Category II lands selection

(See plan no. 13.2 Ivujivik – Category II lands (Complementary Documents))

b) Preliminary territorial description of the Category II lands

TERRITORIAL DESCRIPTION

of the territory that constitutes the

selection of Category II lands for

Ivujivik

Inuit Community of Ivujivik

This territory has three (3) parts described as follows:

First Part

A territory situated northeast of Hudson Bay and which comprises a portion of Bassin-de-la-Rivière-Déception and a portion of Bassin-de-la-Rivière-Kovic. This territory is limited at the northwest by Category I lands selected by the Inuit Community of Ivujivik and partly at the south by Category II lands of the Inuit Community of Akulivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on a line parallel to the high water line of Hudson Strait, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 09' 05" north with the meridian of longitude 77° 14' 53" west; towards the southeast, a straight line up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 62° 02' 18" north with the meridian of longitude 76° 51' 02" west; in general northeasterly and southerly directions, the high water line of said unnamed lake on its northwest and east shores up to a point situated approximately at the intersection of the parallel of latitude 62° 02' 12" north with the meridian of longitude 76° 50' 39" west; towards the southeast, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 00' 02" north with the meridian of longitude 76° 43' 04" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its north shore, situated approximately at the intersection of the parallel of latitude 61° 54' 33" north with the meridian of longitude 76° 42' 46" west; in general westerly, southerly and easterly directions, the high water line of said unnamed lake on its north, west and south shores up to a point situated approximately at the intersection of the parallel of latitude 61° 54' 21" north with the meridian of longitude 76° 42' 45" west; towards the south,

a straight line up to its intersection with the high water line of an unnamed lake on its northwest shore, situated approximately at the intersection of the parallel of latitude 61° 47' 46" north with the meridian of longitude 76° 42' 23" west; in general southwesterly and southeasterly directions, the high water line of said unnamed lake on its northwest and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 47' 06" north with the meridian of longitude 76° 42' 21" west; towards the south, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 45' 50" north with the meridian of longitude 76° 42' 16" west; in general southeasterly and southwesterly directions, the high water line of said unnamed lake on its northeast and southeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 45' 44" north with the meridian of longitude 76° 42' 16" west; towards the south, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 33' 00" north with the meridian of longitude 76° 41' 34" west; towards the west, a straight line up to its intersection with the high water line of Lac Qalluujaaluup on its east shore, situated approximately at the intersection of the parallel of latitude 61° 32' 53" north with the meridian of longitude 76° 49' 47" west; in general northerly, southwesterly, northwesterly and southeasterly directions, the high water line of Lac Qalluujaaluup on its east, northwest, northeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 50" north with the meridian of longitude 76° 54' 16" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 32' 47" north with the meridian of longitude 76° 56' 59" west; in general northwesterly and southeasterly directions, the high water line of said unnamed lake on its northeast and southwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 47" north with the meridian of longitude 76° 57' 17" west; towards the west, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 32' 46" north with the meridian of longitude 76° 58' 30" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 34' 32" north with the meridian of longitude 76° 58' 36" west; in general easterly, northerly and westerly directions, the high water line of said unnamed lake on its south, east and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 34' 42" north with the meridian of longitude 76° 58' 37" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 35' 23" north with the meridian of longitude 76° 58' 40" west; in general easterly and westerly directions, the high water line of said unnamed lake on its south and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 35' 31" north with the meridian of longitude 76° 58' 40" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 61° 37' 26" north with the meridian of longitude 76° 58' 47" west; in general northerly and westerly directions, the high water line of said unnamed lake on its east and north shores up to a point situated approximately at the intersection of the parallel of latitude 61° 37' 45" north with the meridian of longitude 76° 58' 49" west; towards the north, a straight line up to its intersection with the high water line of Lac Maniraq on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 38' 09" north with the meridian of longitude 76° 58' 50" west; in general westerly and northwesterly directions, the high water line of Lac Maniraq then the high water line of Rivière Kovik on their north and northeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 39' 09" north with the meridian of longitude 77° 08' 58" west; towards the north, a straight line up to its intersection with the high water line of an unnamed lake on its south shore, situated approximately at the intersection of the parallel of latitude 61° 42' 05" north with the meridian of longitude 77° 09' 15" west; in general southeasterly, northeasterly and northwesterly directions, the high water line of said unnamed lake on its southwest, southeast and northeast shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 15" north with the meridian of longitude 77° 09' 16" west; towards the north, a straight line up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 22" north

with the meridian of longitude 77° 09' 17" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 42' 21" north with the meridian of longitude 77° 09' 50" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 21" north with the meridian of longitude 77° 10' 05" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 42' 20" north with the meridian of longitude 77° 10' 18" west; in general northwesterly and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 61° 42' 20" north with the meridian of longitude 77° 10' 28" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its northeast shore, situated approximately at the intersection of the parallel of latitude 61° 41' 52" north with the meridian of longitude 77° 27' 41" west; in general northwesterly and southwesterly directions, the high water line of said unnamed lake on its northeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 41' 52" north with the meridian of longitude 77° 28' 08" west; towards the west, a straight line up to its intersection with the high water line of Hudson Bay, situated approximately at the intersection of the parallel of latitude 61° 41' 21" north with the meridian of longitude 77° 47' 03" west; in general westerly and northerly directions, the high water line of Hudson Bay up to a point situated approximately at the intersection of the parallel of latitude 61° 54' 56" north with the meridian of longitude 78° 04' 41" west; towards the east, a straight line up to its intersection with the high water line of an unnamed lake on its west shore, situated approximately at the intersection of the parallel of latitude 61° 55' 09" north with the meridian of longitude 77° 54' 27" west; in general northwesterly, northeasterly and southerly directions, the high water line of said unnamed lake on its southwest, northwest and east shores up to a point situated approximately at the intersection of the parallel of latitude 61° 55' 27" north with the meridian of longitude 77° 53' 29" west; towards the north, a straight line up to its intersection with the high water line of Lac Nallujuaq on its south shore, situated approximately at the intersection of the parallel of latitude 61° 58' 27" north with the meridian of longitude 77° 54' 46" west; in general southwesterly and northeasterly directions, the high water line of Lac Nallujuaq on its southeast and northwest shores up to a point situated approximately at the intersection of the parallel of latitude 61° 59' 05" north with the meridian of longitude 77° 55' 02" west; towards the north, a straight line up to a point situated approximately at the intersection of the parallel of latitude 62° 08' 27" north with the meridian of longitude 77° 59' 04" west; towards the west, a straight line up to its intersection with the high water line of an unnamed lake on its east shore, situated approximately at the intersection of the parallel of latitude 62° 08' 22" north with the meridian of longitude 78° 02' 27" west; in general northwesterly and southerly directions, the high water line of said unnamed lake on its northeast and west shores up to a point situated approximately at the intersection of the parallel of latitude 62° 08' 21" north with the meridian of longitude 78° 03' 15" west; towards the west, a straight line up to its intersection with the high water line of Hudson Bay, situated approximately at the intersection of the parallel of latitude 62° 08' 11" north with the meridian of longitude 78° 10' 33" west; in a general northerly direction, the high water line of Hudson Bay up to a point situated at sixty meters and ninety-six hundredths (60,96 m) of the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 40" north with the meridian of longitude 78° 09' 49" west; towards the east, a straight line on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; finally, towards the east and the northeast, following the south and the southeast limits of Category I lands selected by the Inuit Community of Ivujivik up to the starting point.

This territory has a surface area of four thousand five hundred seventy-six square kilometres and three tenths (4 576, 3 km2).

Second Part

A territory situated at the southwest of the Northern village of Ivujivik and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory is limited at the southeast by Category I lands selected by the Inuit Community of Ivujivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on the high water line of Hudson Bay and at one kilometre and sixty-one hundredths (1,61 km) to the north of the center of the Northern village of Ivujivik; towards the southeast, a straight line perpendicularly to the high water line of Hudson Bay on a distance of sixty meters and ninety-six hundredths (60,96 m); in general southwesterly and southerly directions, a line parallel to the high water line of Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, up to its intersection with the southwesternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 14' 41" north with the meridian of longitude 78° 09' 45" west; towards the west, a straight line on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the high water line of Hudson Bay; finally, in general northerly and northeasterly directions the high water line of Hudson Bay up to the starting point.

Third Part

A territory situated southeast and northeast of the Northern village of Ivujivik and which comprises a portion of Bassin-de-la-Rivière-Déception. This territory is limited at the southeast by Category I lands selected by the Inuit Community of Ivujivik. This territory can be described more explicitly by all the following geometric segments, hydrographic and topographic entities, and other limits:

Starting at a point situated on the high water line of Hudson Bay at one kilometre and sixty-one hundredths (1,61 km) to the southeast of the center of the Northern village of Ivujivik; in general southeasterly and northeasterly directions, the high water line of Hudson Bay then the high water line of Hudson Strait up to a point situated at sixty meters and ninety-six hundredths (60,96 m) of the northeasternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 32' 52" north with the meridian of longitude 77° 19' 44" west; towards the south, a straight line perpendicularly to the high water line of Hudson Strait on a distance of sixty meters and ninety-six hundredths (60,96 m) up to the northeasternmost limit of Category I lands selected by the Inuit Community of Ivujivik, situated approximately at the intersection of the parallel of latitude 62° 32' 49" north with the meridian of longitude 77° 19' 44" west; in general northwesterly and southwesterly directions, a line parallel to the high water line of Hudson Strait then Hudson Bay, sixty meters and ninety-six hundredths (60,96 m) away towards the inland, up to a point situated at one kilometre and sixty-one hundredths (1,61 km) to the southeast of the center of the Northern village of Ivujivik; finally, towards the northeast, a strait line perpendicularly to the high water line of Hudson Bay, a distance of sixty meters and ninety-six hundredths (60,96 m) up to the starting point.

The total surface area of this Category II lands established at four thousand five hundred seventy-six square kilometres and three tenths (4 576, 3 km²) does not include the surface area of the second and the third parts described previously.

There has been no demarcation of the outer perimeter of this previously described territory and which constitutes the Category II lands for the Inuit Community of Ivujivik.

When the described perimeter crosses a water surface and when there is no mention to the contrary, the method for attributing this water surface must comply with section 2 of Complementary Agreement No 6 amending subsection 6.5 of the James Bay and Northern Québec Agreement.

The geographical coordinates mentioned in this territorial description are expressed in accordance with the 1983 North American geodetic datum (NAD83).

This territorial description refers to and completes the Plan showing the selection of Category II lands of Ivujivik, said plan having been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune, under plan number 13108.

Prepared in Québec City, on this 29th day of June, two thousand and nine. The original has been registered in the surveying archives of the Bureau de l'arpenteur général du Québec, of the ministère des Ressources naturelles et de la Faune.

Prepared by : _____

Éric Bélanger
Québec Land Surveyor

14.0 POVUNGNITUK

An area of eight thousand four hundred and ninety-two square kilometres and four tenths (8 492,4 km^2) is reserved as Category II lands.

15.0 POSTE-DE-LA-BALEINE

An area of one hundred and sixty-five square kilometres and seventy-six hundredths (165,76 km^2) is added to the total area of Category II lands indicated on the map identification number 12 (B) of Schedule 1 of Section 6. The exact allocation of those Category II lands for the Inuit of Great Whale River is four hundred and sixty-six square kilometres and two tenths (466,2 km^2).

Compl. A. no. 6, s. 22
Compl. A. no. 16, s. 6
Compl. A. no. 17, s. 2
Compl. A. no. 23, s. 7

Annex 6

See plan no. 19 Parc national des Pingualuit (Complementary Documents)

Compl. A. no. 6, s. 23
Compl. A. no. 17, s. 3

SECTION 7

Land Regime applicable to the Inuit

7.1 Category I lands – Inuit of Québec

7.1.1 *Definitions*

Upon the coming into force of the Agreement, Québec shall grant to the Inuit of Québec and to the Inuit of Port Burwell in ownership for Inuit community purposes tracts of land having an area of 3130 square miles situated north of the 55th parallel of latitude.

In addition, a tract of land comprising an area of seventeen and four tenths (17.4) square miles situated south of the 55th parallel of latitude shall be granted to the Inuit of Fort George in ownership for Inuit community purposes. The land regime applicable to such lands shall be the regime set forth in this Section and such lands shall be excluded from the James Bay Municipality.

The grant of Category I lands shall be subject to the provisions hereinafter set forth in this Section.

JBNQA, par. 7.1.1
A. corr.
Compl. A. no. 3, s. 12

7.1.2 *Inuit Community Corporations*

An Inuit Community Corporation shall be incorporated by special legislation of the National Assembly of Québec for each of the following communities: Akulivik (Cape Smith), Aupaluk (Hopes Advance Bay), Inukjuaq (Port Harrison), Ivujivik, George River (Kangirsualudjuaq), Wakeham Bay (Kangirsujuaq), Payne Bay (Kangirsuk), Killinek (Port Burwell), Koartak, Fort Chimo (Kuudjuaq), Great Whale River (Kuudjuarapik), Fort George (Mailasikut), Sugluk (Salluit), Leaf Bay (Tasiujaq) and Povungnituk.

A Landholding Corporation shall be incorporated for the Inuit community of Umiujaq by means of an amendment to the said legislation.

The members of the respective Inuit Community Corporations shall be those Inuit affiliated with each community as established by and in accordance with Section 3A of the Agreement.

JBNQA, par. 7.1.2
A. corr.
Compl. A. no. 16, s. 3
Compl. A. no. 18, sch. 1, s. 14

7.1.3 *Title*

Title to Category I lands shall be transferred to the Inuit Community Corporations for Inuit community purposes, which shall include the use of the lands by the Inuit Community Corporations for commercial, industrial, residential or other purposes, upon the coming into force of the Agreement. Title shall not pass to the Inuit Community Corporations in those Inuit communities in which the selection of Category I lands provided for in paragraph 6.1.1 has not been completed at the coming into force of the Agreement, until the completion of such selections.

7.1.4 *Transitional provisions*

Until the homologation of the survey of Category I lands of each Inuit Community Corporation, provided for in paragraph 6.1.2, the lands held in title by such corporations shall be described by the map identifications provided for in Section 6 with the exception of the lands held in title by the Inuit Community

Corporation for Fort George which shall be as described in paragraph 4.3.2 of Sub-Section 4 of Annex 1 of Section 4.

JBNQA, par. 7.1.4
Compl. A. no. 3, s. 13

7.1.5 *Jurisdiction and restrictions on transfer*

Category I lands shall be under provincial jurisdiction. Category I lands or any portion thereof may not be sold or otherwise ceded except to the Crown in the right of Québec and this shall constitute a prohibition to sell or cede other than to Québec. Subject to the provisions of this Section, an Inuit Community Corporation shall enjoy the usual rights of an owner and, more particularly, may make with any person, including non-Inuit, agreements in respect of servitudes, leases and other rights of use and occupation respecting such lands.

JBNQA, par. 7.1.5
A. corr.

7.1.6 *Special Category I lands*

Within such Category I lands, there shall be Special Category I lands.

Each parcel of Special Category I lands shall be comprised of areas located along the banks of rivers or bays opposite Inuit communities, the whole as indicated on the map attached hereto as Schedule I to Section 6.

It is also agreed that such lands are subject to the regime for Category I lands and to the following provisions:

a) the right to establish, in addition to public servitudes in favour of public bodies, agencies and corporations, in accordance with the provisions of paragraph 7.1.10, servitudes for public purposes of Québec, its agencies and mandataries.

b) in the case of the additional servitudes for public purposes referred to in sub-paragraph a), only developments which involve an operating staff of not more than ten (10) persons per development shall be allowed;

c) the right for Québec to give the necessary authorizations for the duration of the activities referred to in sub-paragraphs a) and b);

d) notwithstanding anything herein contained, any other developments by Québec, its agencies and mandataries may be permitted with the consent of the Inuit Community Corporation concerned;

e) for the purposes mentioned above, Québec, its agencies and mandataries shall at all times have access to Special Category I lands as if they were Category II lands.

JBNQA, par. 7.1.6
A. corr.

7.1.7 *Mineral rights*

a) *General*
Minerals and other underground rights

In Category I lands, Québec remains the owner of the mineral and sub-surface rights with the exception of rights already granted by the Province as of the date of execution of the Agreement.

However, no minerals or other sub-surface rights can be obtained, extracted, mined or exercised from or with respect to all Category I lands without the consent of the interested Inuit Community Corporation

with rights over such lands and only upon payment of compensation agreed upon for the use of rights over such lands.

b) *Existing mineral rights*

Lands within the areas of Category I lands as shown on the attached maps but which are presently the object of mining claims, development licences, exploration permits, mining concessions and mining leases and other similar rights as presently defined in the Québec Mining Act, shall be Category III lands. However, Québec undertakes upon the expiry of these rights, or any renewal thereof, to transfer the ownership of such Category III lands to the Inuit Community Corporation concerned. If any part of such lands are taken for development under the Québec Mining Act, Québec will replace the land taken in accordance with the procedure set out for the replacement of Category II lands.

Québec undertakes to provide to the Inuit of Québec, within ninety (90) days of the execution of the Agreement, a list of the mining claims, development licences, mining concessions, mining leases, exploration permits, referred to above, within Category I lands along with the names of the holders thereof, the dates the rights were granted, the nature of the rights and the date of their expiry.

The areas of land covered by such existing mining claims, development licences, exploration permits, mining concessions and mining leases surrounded by Category I lands have been included in the calculation establishing the total area of 3,130 square miles of Inuit Category I lands.

The carrying out of work resulting from mineral rights granted prior to the execution of the Agreement on lands surrounded by or adjacent to Category I lands shall be as dealt with in paragraph 7.1.12b as on other Category III lands. For the purposes contemplated by Division XXII of the Québec Mining Act, the holders of such rights requiring the use of adjacent Category I lands may use the adjacent or surrounding Category I lands to the extent necessary to exercise their rights, subject to the provisions of paragraph 7.1.12b below. Such works may include mining operations mentioned in that paragraph. Land used pursuant to the provisions of this paragraph shall be replaced in accordance with the procedures set out for the replacement of Category II lands.

All mining exploration and operations undertaken on or over Category I lands or immediately adjacent lands, or on lands within the exterior boundaries of Category I selections, shall be subject to the provisions of the Environment and Social Protection Regime established by and in accordance with Section 23. The impact assessment shall include proposals for a land use and reclamation plan.

JBNQA, par. 7.1.7
A. corr.

7.1.8 ***Existing third party interests***

Lands ceded to third parties by letters patent or owned by third parties prior to the execution of the Agreement shall be Category III lands.

The holders of leases or occupation permits granted by Québec before the date of execution of the Agreement over Category I lands may continue to exercise such rights for the purposes for which such rights were granted as if the lands over which the said rights are granted were Category III lands and upon the terms and conditions of the said leases or permits until the termination of the period fixed for the exercise of such rights, unless such rights are renewed by Québec. Québec undertakes, prior to the renewal of such leases or permits, to take into consideration the zoning plan of the municipality within the boundaries of which such lands are located. The municipality undertakes to take into consideration all existing leases and permits when establishing a zoning plan.

Any rents or fees payable for such rights to Québec shall, from the coming into force of the Agreement, be remitted by Québec to the Inuit Community Corporation concerned.

Subject to the above, where such lands are situated within the boundaries of a municipality, the by-laws of such municipality shall apply to such lands and to the holders of rights therein. Such persons shall have a right to all services of a municipal nature which are offered by the local municipal government on the same terms and conditions, the whole subject to the rights of such persons and the exercise of the same.

7.1.9 ***Governmental interests***

Main roads within Category I lands shall be Category III lands. Other existing roads within the Inuit Communities, as well as branch roads within Category I lands and leading to the Inuit communities, shall be Category I lands, but the general public shall be granted access over such roads.

The areas covered by existing landing strips, airport installations, hydroplane bases and maritime structures within Category I lands are excluded from Category I lands and shall be Category III lands.

The seashore, beds and shores of the lakes and rivers identified in the map identifications attached as Schedule 3 of Section 6 and forming an integral part hereof shall be excluded from Category I lands with respect to the shore line of such lakes and rivers and lands on both sides of such rivers and around such lakes for a distance of two hundred (200) feet shall be Category II lands. The aforesaid two hundred (200) foot restriction shall not apply for a distance of one mile in both directions along the shore line from the centre of the Inuit Community concerned.

Notwithstanding that the said lands within the two hundred (200) foot restriction remain Category II lands held by the Crown in right of Québec, the regime established herein for Category I lands shall apply to such lands except that persons navigating such rivers, lakes and seashores or travelling through such lands shall have access to such lands. Such lands shall be included in the calculation establishing the total area of Category I lands.

In front of Category I and Category II lands, the intertidal zone may be Category II lands. In front of Category III lands, the intertidal zone will remain Category III lands.

JBNQA, par. 7.1.9
A. corr.

7.1.10 ***Public Servitudes***

A) *General*

Category I lands are subject to public servitudes established by Québec or its agents or mandataries in the cases set forth in paragraphs b), c) and d) below, subject to the terms and conditions and to the provisions for compensation mentioned herein and subject to compensation in an equivalent amount of land or in money at the option of the Inuit Community Corporation concerned unless for services of direct benefit to Category I lands or to such Inuit community.

Consequently, all public bodies, agencies and corporations authorized by law will be allowed to expropriate for the purpose of establishing the following public servitudes, subject to the conditions mentioned below:

a) infrastructures such as roads, bridges, airports, maritime structures and protection and irrigation facilities;

b) local services such as water systems, sewers, purification plants, treatment plants, fire protection and other services generally provided by municipal governments;

c) public utilities such as electricity, gas, oil, telecommunications and telephones;

d) servitudes of gas or oil pipelines or transmission lines which shall be subject to the following conditions:

i) the pipelines or transmission lines shall be situated as far away as possible from the Inuit community concerned, taking into account all circumstances, and in all cases at a distance of at least five (5) miles from the centre of the said community;

ii) land taken for such purposes shall be replaced or compensated in all cases subject to the conditions of the first sub-paragraph of the present paragraph.

e) other servitudes of a similar nature established by law.

No public servitudes other than those for local purposes shall be erected on Category I lands wherever a reasonably economical alternative exists for such public servitudes on Category III or Category II lands.

In the case of the expropriation of Category I lands for public servitudes, compensation in lands or money, at the option of the Inuit Community Corporation concerned, must be effected, except in the case of public servitudes involving services of direct benefit to Category I lands or the Inuit Community concerned. Direct benefit would be determined with respect to the potential use by and/or future advantages to the Inuit community itself or the benefit to Category I lands.

Where it is not otherwise possible for Québec to establish a public servitude to achieve the above without a full use and taking of the land, Québec shall have the right to expropriate in full ownership for the purposes of the present paragraph and paragraph 7.1.6, subject to the other provisions of this Section.

All proposed public servitudes shall be subject to the Environment and Social Protection Regime established by and in accordance with Section 23 of the Agreement.

B) *Direct benefit*

Public servitudes considered to be of direct benefit to Category I lands or the Inuit Community concerned would include servitudes involving public services expressly requested by the Inuit Community, essential services for the Inuit Community provided such services are used by the Inuit residents of the community and services designed to enhance the quality of life of the Inuit inhabitants of the community.

Such servitudes would include, but not necessarily be limited to, such things as local services generally provided by municipal or local governments and by public utilities, local roads and bridges and community airports.

In all other cases not covered by the Agreement, burden of proof in establishing the direct benefit to the Category I lands of the community shall lie upon Québec.

In all cases, the Inuit Community shall have the right and opportunity to contest, in accordance with the procedure hereinafter set forth, whether a particular public servitude involves services of direct benefit to Category I lands or to the Inuit Community.

C) *Compensation in land or in money*

In the case of a servitude recognized not to be of direct benefit to Category I lands or to the Inuit Community, there shall be compensation in an equal amount of lands or, at the option of the Inuit, in an amount of money and/or lands. However, such compensation shall be by replacement of land only when such servitudes effectively withdraw portions of Category I lands from the use or enjoyment of the Inuit Community concerned.

If the Inuit Community Corporation chooses compensation in the form of land, the Inuit Community Corporation shall indicate its selection preference to Québec after notification by Québec of a decision to proceed with the proposed public servitude.

If necessary, Québec shall then propose to the Inuit Community Corporation, taking into consideration the Inuit Community Corporation's preference, an area with similar characteristics to the Category I lands

taken, insofar as is possible, and contiguous to the location of the Category I lands subject to the servitude. Such area proposed as replacement land shall be double the size of the land to be replaced. The community shall be then entitled to choose from this area a piece of land equal in size to that land taken away for the purposes of the public servitude.

This procedure will precede the taking of land for a servitude or any construction related to the servitude. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the servitude or any construction related to the servitude may proceed after sixty (60) days.

If there is no agreement on the choice of the replacement land within the period of one hundred and twenty (120) days and provided there is no contestation of the right to take the servitude, the compensation would then have to take the form of money.

If there is no agreement between the Inuit Community Corporation and Québec respecting the determination of what is direct benefit to an Inuit Community or if the Inuit Community Corporation, instead of compensation in the form of land, chooses compensation in the form of money and the parties are unable to agree as to what is adequate compensation, the decision as to whether the servitude is of direct benefit and the amount of compensation shall be fixed by the Expropriation Tribunal of Québec, unless the parties agree to submit the matter to binding arbitration.

D) *Other*

Any land effectively withdrawn from Category I lands for the purpose of establishing a servitude which has been compensated for in the form of land or money will be classified as Category III lands. In the case of a servitude not effectively withdrawing the use of the land, such land shall remain Category I land.

If the holder of the servitude no longer requires such servitude, the Inuit Community Corporation concerned shall have the option to have the land formerly subject to such servitude reclassified as Category I lands provided that the land which was allocated to the community as compensation, if such was the case, reverts to Québec to be reclassified as Category II or Category III lands depending on its status before the said land was used for compensation.

Unless the Inuit of Québec are compensated in money in respect of expropriations by Québec and subject to expropriation by Canada and the provisions of paragraph 7.1.12 a), the total area of Category I lands shall never be less than 3130 square miles without the consent of the Inuit or exceed 3130 square miles without the consent of Québec.

In respect to the above public servitudes, and servitudes for public purposes, and subject to the consent of the Lieutenant-Governor in Council, all public bodies, agencies and companies which now have or will have such powers defined in present or future laws of Québec will be able to establish such servitudes.

JBNQA, par. 7.1.10
A. corr.

7.1.11 *Public Utilities*

Present and future public utilities will continue to remain the responsibility of competent authorities acting in accordance with provincial and federal statutes and regulations and applicable local by-laws.

JBNQA, par. 7.1.11
A. corr.

7.1.12 *Future Occupation by Québec and Third Parties*

a) *Québec and its representatives*

If appropriate Crown land is not available within Category I lands, lots within the said Category I lands shall be allocated at nominal cost by the Inuit Community Corporation to the appropriate authorities for community services supplied by Québec, its agents or mandataries, such as roads, schools, hospitals, police stations and telecommunications by lease, servitude, cession or other similar contract.

b) *Mining explorations and operations under existing rights*

Where lands which are the object of existing mining claims, development licences, exploration permits, mining concessions, mining leases and other similar titles pertaining to minerals as defined in the Québec Mining Act are surrounded by or adjacent to Category I lands, the owners of these rights or titles for the purpose of exercising the said rights shall have the right to use Category I lands, but only to the extent necessary in order to carry out their exploration or mining operations in accordance with Division XXII of the Québec Mining Act. Nonetheless, the appropriation of the lands required for such purposes shall be done by temporary servitudes only. The indemnity to be paid to the Inuit Community Corporation by Québec for the use (other than for exploration) of such Category I lands will be equivalent replacement land. In the case of exploration, the compensation to be paid to the Inuit Community Corporation by Québec for the use of such Category I lands shall be the equivalent to what is being paid to Québec for the use of surface rights on Crown lands in similar cases.

In the event that areas of land contemplated in the immediately preceeding paragraph are developed as provided hereinabove, the Inuit Community Corporation concerned shall have the right to the replacement, notwithstanding paragraph 7.2.3, of an equivalent area of land in the same manner as set forth in the procedure for the replacement of Category II lands in the case of development.

In regard to lands which will be the object of mining claims, development licences, exploration permits, mining concessions, mining leases and similar titles in the future, except the lands presently covered by any such titles which shall be governed by the special provisions hereinabove set forth, the exercise of any rights in or over Category I lands, shall be subject to the general regime set forth in this Section.

All mining exploration and operations undertaken on or over Category I lands or immediately adjacent lands, or on lands within the exterior boundaries of Category I selections, shall be subject to the provisions of the Environment and Social Protection Regime established by and in accordance with Section 23 of the Agreement. The impact assessment shall include proposals for a land use and reclamation plan.

JBNQA, par. 7.1.12
A. corr.

7.1.13 *Expropriation by Canada*

Notwithstanding the Expropriation Act of Canada, no Category I lands may be expropriated by Her Majesty in right of Canada without the prior consent of the Governor in Council.

Subject to the foregoing, nothing in the Agreement shall be interpreted as in any way limiting the power of Canada to expropriate for public purposes.

7.1.14 *Consultation*

Where an Inuit Community Corporation permits third parties to occupy Category I lands for projects of regional or provincial interest it shall first consult with Québec and the regional government concerned.

JBNQA, par. 7.1.14
A. corr.

7.1.15 ***Future Mineral Rights***

a) *General*

Any future exploration or exploitation of minerals within Category I lands, other than the exploration or exploitation under rights existing prior to the Agreement including the right to explore and mine extension of mineralization around the lands subject to such existing rights and subject to the provisions referred to in sub-paragraph 7.1.12b) of this Section, shall only be permitted with the consent of the Inuit Community Corporation holding the rights to the lands affected. Moreover, specific authorization from the Québec Government according to conditions specified in Québec mining laws and regulations, shall be required before any mining rights may be acquired.

b) *Steatite (soapstone), gravel and other similar substances*

Deposits of steatite (soapstone) or other similar substances used for traditional arts and crafts will belong to the respective Inuit Community Corporations.

Permits must be obtained by the Inuit Community Corporation from the Department of Natural Resources for the use of gravel and other similar materials generally used for earthworks and general construction for personal and community use. However, the Department of Natural Resources may not withhold such permits provided all the regulations are observed. The duties provided for under any applicable provincial legislation shall not be collected.

JBNQA, par. 7.1.15
A. corr.

7.1.16 ***Access***

Save where derogated from in this Section, Québec laws and regulations of general application shall govern access to Category I lands.

In addition, the following provisions shall apply to access to Category I lands:

i) the general public will have access to all roads, arteries, airports, bridges, public seaplane bases, wharves, harbours, principal rivers and lakes indicated in Schedule I to Section 6 and public buildings and lands used for public purposes;

ii) persons involved in the construction, installation or operation of public servitudes and public utilities on or adjacent to Category I lands. Such right shall be exercised only to the extent required for such purposes;

iii) persons involved in public administration or in rendering public services or engaged in technical surveys for public purposes on or adjacent to Category I lands, to the extent required for such purposes;

iv) owners of any mineral or ancillary rights granted on or with respect to Category I lands and in respect to lands surrounded by Category I lands and persons engaged in the exercise thereof, to the extent required for such exercise;

and such other persons as are authorized by the Inuit Community Corporation.

Non-Native people presently residing in Category I lands shall have the right to remain until the expiration of their rights of occupancy or residency on such lands.

7.1.16A ***Residence***

Non-Inuit spouses of Inuit beneficiaries, and their immediate families in the first degree, have the right to reside on Category I lands in accordance with the conditions established by the interested Inuit landholding corporation.

Compl. A. no. 18, sch. 1, s. 15

7.1.17 *Taxation*

Vacant Category I lands held by the Inuit Community Corporation shall not be subject to realty, water, business or school taxes.

7.1.18 *Exchange of lands*

Except as otherwise provided, where lands originally selected as Category I lands are expropriated or otherwise withdrawn from the use and enjoyment of the Inuit, such lands, when no longer required for the purposes for which they were expropriated or withdrawn, shall, at the option of the Inuit Community Corporation, be reclassified as Category I lands in exchange for the Category I lands obtained as compensation or, with the agreement of Québec, for an equivalent amount of other Category I lands.

Lands within a five (5) mile radius from each community which for any reason are not selectable as Category I lands may, at the option of the Inuit Community Corporation, and with the agreement of Québec, when such reason ceases to exist, be reclassified as Category I lands in exchange for an equivalent amount of Category I lands situated outside the five (5) mile radius.

7.2 Category II lands

7.2.1 *Definition*

Category II lands will comprise 35,000 square miles in the Territory north of the 55th parallel of latitude (of which 1,600 square miles shall not form part of the present regime and shall not be selected by the Inuit. These lands may, in the event of an agreement, be used by the Naskapi after having been selected by agreement with Québec.), where the Inuit shall have the exclusive right of hunting, fishing and trapping and other rights established under Section 24 of the Agreement. Other uses of Category II lands for purposes other than hunting, fishing and trapping shall be subject to the provisions set forth below.

Part of the said Category II lands shall be allocated to the Crees of Great Whale River as provided in paragraph 8.3 of Annex 1 of Section 4.

Category II lands shall remain under provincial jurisdiction.

JBNQA, par. 7.2.1
A. corr.
Compl. A. no. 3, s. 14

7.2.2 *Third party interests*

The lands already ceded to third parties in ownership prior to the execution of the Agreement shall be excluded from Category II lands.

Moreover, lands within the area of the said Category II lands which are subject to rights already ceded to third parties prior to the execution of the Agreement by way of leases or occupation permits, mining concessions and mining leases shall be Category III lands. At such time as the said rights revert to the Crown such lands shall be Category II lands.

Moreover, existing roads, landing strips, airport installations, seaplane bases and maritime structures shall be Category III lands and as such shall be excluded from the administrative regime applicable to Category II lands. The large bodies of water surrounded fully or partially by Category II lands but excluded from Category II lands shall be identified provisionally in Schedule 4 of Section 6.

7.2.3 *Development*

Category II lands may be appropriated by Québec for development purposes provided such lands are replaced, or if the Native people wish and an agreement can be reached thereon, they are compensated.

Unless such activities are directly related to pre-development, the rights or the exercise thereof of non-Native people in respect to their lawful activities shall be controlled by Québec through appropriate legislation or regulations and reasonable enforcement machinery if they interfere or could reasonably be expected to interfere with the rights granted to Native people under Section 24 of the Agreement.

For the purposes of the Agreement in respect to Category II lands, “development” shall be defined as any act or deed which precludes hunting, fishing and trapping activities by Native people except for pre-development; and “pre-development” shall be defined as any act or deed of an exploratory nature exercised during a limited time with a view to decide if development will take place or not.

Except if otherwise provided herein, in the case of development, should the Inuit Community Corporation concerned choose replacement of land, such corporation shall indicate its preference to Québec as soon as the decision to proceed with the development is taken.

If there is no agreement in respect to the choice of land, Québec shall then propose to the Inuit Community taking into consideration the Inuit Community's preference, an area with similar characteristics, insofar as is possible, to Category II land and contiguous to the location of the Category II lands subject to the replacement. Such area proposed as replacement shall be double the size of the land to be replaced. The Inuit Community shall then choose from this area a piece of land contiguous to the Category II land and equal in size to that land effectively taken away for the purposes of such development as full compensation for the land taken away. Compensation may also be made by money payments mutually agreed upon.

This procedure will precede the taking of land for development or any construction related thereto. However, a time limit of one hundred and twenty (120) days shall be allowed for this procedure, provided that the taking of the land for the development of any construction related to such development may proceed after sixty (60) days.

Such development shall be subject to the Environmental Regime set forth in Section 23 of the Agreement.

JBNQA, par. 7.2.3
A. corr.

7.2.4 *Public Servitudes*

All public servitudes established on Category II lands shall be without payment of compensation.

7.2.5 *Natural resources*

a) *Minerals and other underground rights*
Mineral exploration, technical surveys, mapping and diamond drilling activities may be carried out without replacement of lands and without payment of indemnity. Such activities must be carried out so as to avoid unreasonable conflict with harvesting activities.

b) *Steatite (soapstone)*
Every Inuk or Inuit Community Corporation may acquire without cost from the Department of Natural Resources a permit for the acquisition of steatite (soapstone) for use in traditional arts and crafts. Areas subject to such permits shall be marked by the Inuit or the Inuit Community Corporations in a manner similar to that used in claim staking.

Such areas will have to be restricted to the outcrops easily accessible to the Native people. Furthermore, the right to the soapstone will always be subordinated to the rights to other mineral substances, in such a way that it will not prevent possible mining developments on such areas.

c) *Forests*
Forestry operations on Category II lands will be defined according to management plans elaborated by Québec, which plans take into consideration the hunting, fishing and trapping activities.

JBNQA, par. 7.2.5
A. corr.

7.2.6 *Access*

Subject to the rights of the Inuit of Québec under Section 24 of the Agreement, persons exercising a right compatible with such rights of the Inuit of Québec, as well as persons exercising some duty imposed by law, shall have access to Category II lands, may remain thereon and erect construction thereon. The exercise of such rights shall be subject to the general restrictions of law and the provisions of this Section of the Agreement and shall be subject to the following additional restrictions:

a) *Tourism and recreation*
Subject to the rights of non-Inuit set forth in the Hunting, Fishing and Trapping Regime, non-Inuit will not be allowed to hunt or fish in Category II lands, except with the consent of the Inuit.

b) *Exploration, predevelopment activities, scientific studies and administrative activities*
Persons wishing to carry out exploration, predevelopment activities, scientific studies or administrative activities shall be required to obtain an authorization for such activities from Québec. Every request for such authorization shall include the following information: the objective, the approximate number of persons involved, the nature and importance of the work to be effected, the duration of such work and a description of the installations involved.

The Inuit shall be advised of the information so given to Québec as soon as is reasonably possible.

However, works which do not involve substantial operations on the field, such as geoscientific works and mining exploration of the type provided for by the Québec Mining Act will not be subject to the presentation of the information nor the obtaining of the authorization mentioned above.

All such works shall be undertaken in such a manner as to avoid unreasonable conflict with the rights of the Inuit of Québec under the Hunting, Fishing and Trapping Regime.

JBNQA, par. 7.2.6
A. corr.

7.3 Category III lands

7.3.1 Rights of access to Category III lands shall be in accordance with legislation and regulations concerning public lands.

The regime for the use of soapstone in Category III lands shall be that applicable, *mutadis mutandis*, to Category II lands.

7.4 Development

7.4.1 Notwithstanding anything else contained in the Agreement, Québec and Hydro-Québec, and their nominees and such other persons acting lawfully authorized shall have the right to develop the land and resources in Category III lands and also, for the purpose of development, Québec has the right to take Category II lands subject to the replacement or compensation as specified in this Section and such Category II lands shall then become Category III lands.

More particularly, the rights and guarantees given to the Native people by and in accordance with Section 24 of the Agreement shall be subject to the right to develop Category III and Category II lands on the part of Québec and Hydro-Québec and their nominees and such other persons as may be lawfully authorized.

However, the developers shall be submitted to the Environmental Regime which takes into account the Hunting, Fishing and Trapping Regime.

7.4.2 Subject to laws and regulations of general application except as hereinafter provided in paragraph 7.4.3, Québec, Hydro-Québec and all public bodies, agencies and corporations authorized by law to modify or regulate the flow of rivers of Categories II and III lands even if such rivers are flowing through or adjacent to Category I lands or have downstream effect on the part of such rivers included within Category I lands, subject to the following provisions:

a) the flow regime shall not be modified in such a way as to increase the water level above the highest previously recorded water level of the river;

b) for the purposes of establishing or exercising the servitudes contemplated by Sub Section 7.1.10 of this Section, the water level may be raised above the highest recorded level subject to the provisions of this Section;

c) if shore facilities or other installations or rights in connection therewith are affected by the change of water level, Québec, Hydro-Québec or the public bodies, agencies or corporations shall be responsible for actual damages to such facilities, installations or rights in connection therewith.

The special provisions of Section 8 of the Agreement shall take precedence over the provisions of the present Sub Section.

7.4.3 Québec, Hydro-Québec and the said public bodies, agencies or corporations shall not be required to expropriate lands needed for the purposes contemplated in paragraph 7.4.2 nor to obtain any consent otherwise required for the utilization of such lands for the above purposes.

7.5 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SECTION 8
Technical Aspects

JBNQA, s. 8
A. corr.

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 3A.

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.
Compl. A. no. 18, sch. 1, s. 16

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).

Notwithstanding the four (4) preceding sub-paragraphs of this paragraph 8.1.2, la Société d'énergie de la Baie James and/or la Commission hydroélectrique de Québec (Hydro-Québec) may, at its option, construct, operate and maintain a revised LG 1 power plant and the accessories thereof as described in Schedule R1, attached hereto, hereinafter referred to as LG 1, Revision 1, at or about mile 23 on La Grande River, instead of the LG 1 power plant at mile 44 on La Grande River as described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement.

JBNQA, par. 8.1.2
Compl. A. no. 4, s. 2

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.

8.1.4

a) Hydro-Québec and the Société d'énergie de la Baie James, upon a special resolution of their respective board of directors, renounce to the benefit of the words "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 the introductory part of paragraph 8.1.3 of the James Bay and Northern Québec Agreement;

b) Hydro-Québec and the Société d'énergie de la Baie James renounce in the same manner to the benefits conferred on them by sub-paragraphs a), b), c) and d) of paragraph 8.1.3 of the James Bay and Northem Québec Agreement;

c) The Cree Regional Authority accepts these renunciations.

Compl. A. no. 13, ss. 2 and 3

8.1.4.1 Le Complexe La Grande (1975)

Le Complexe La Grande (1975) as described in the James Bay and Northern Québec Agreement shall include the following Projects:

1.1 The LG 1 (1986) Project

The LG 1 (1986) Project shall consist of the LG 1, Revision 1 Project as described in Complementary Agreement No 4 to the James Bay and Northern Québec Agreement with the following changes (plates 1 and 2) in the number of units, the total installed capacity and the maximum discharge through the units:

	LG 1, R1	LG 1 (1986)
Number of generating units	10	12
Total installed capacity in MW	1 140	1 368
Maximum discharge through units		
– in cubic feet per second	152 000	210 130
– in cubic meters per second	4 304	5 950

List of plates for the LG 1 (1986) Project

Plate 1 : Agencement général des ouvrages

Plate 2 : Coupe transversale dans l'axe d'un groupe de la centrale

LG (1986) Project

Agencement général des ouvrages

See plan no. 20 Plate 1 Agencement général des ouvrages (Complementary Documents)

CARTE LG (1986) Project

Coupe transversale dans l'axe d'un groupe de la centrale

See plan no. 21 Plate 2 Coupe transversale (Complementary Documents)

1.2 The LG 2A Project

The LG 2A Project comprises additional generating facilities at the La Grande 2 Reservoir, consisting of a new 6-unit powerhouse and appurtenant works.

The new LG 2A powerplant is located about one kilometer west of the existing LG 2 powerplant (plate 3) and consists of water intake works, an underground powerhouse, discharge works, an underground transformer substation, a surface switching station and a 315 kV transmission line (plate 4). The existing La Grande 2 Reservoir and spillway also serve for the operation of the LG 2A powerplant.

The water intake works comprise an approach channel formed by two dykes, an intake structure and six penstocks.

The approach channel is approximately 600 meters long and 145 meters wide. The dykes are of rockfill with a glacial till core. The crest lengths are respectively 550 and 535 meters and the total volume of fill is about 325 000 cubic meters.

The intake structure for the six penstocks is located downstream of the existing D-6A dyke of the La Grande 2 Reservoir. This dyke acts as an upstream cofferdam during construction of the intake structure. Each of the six openings in the intake structure is equipped with a set of trashracks and a vertical lift wheel gate.

Six parallel penstocks, each approximately 200 meters long, excavated in the rock, connect the intake to the turbines. The sloping sections of the penstocks are concrete-lined while the horizontal sections are steel-lined.

LG 2A is an underground powerplant, excavated in rock and similar in design to the existing LG 2 powerplant. The machine hall is approximately 221 meters long, 23 meters wide and 50 meters high with

six turbine-generator units of 333 MW each. The installed capacity is 1998 MW and the design maximum discharge is 1620 cubic meters per second. The net maximum head is 137 meters.

The discharge works comprise six draft tubes connected to a surge chamber and two tailrace tunnels approximately 1330 meters long, 15 meters wide and 20 meters high.

The transformer substation has six 13.8-315 kV transformers and is located in an underground chamber excavated in the rock immediately upstream of the main machine hall. Two shafts for the isolated phase bus ducts connect the transformer substation to the surface switching station.

The LG 2A powerhouse is connected to the Radisson Substation through a double-circuit 315 kV transmission line. This transmission line is approximately 16 kilometers long.

The four existing 735 kV transmission lines, leaving the LG 2 powerplant, are relocated north of the present alignment.

List of the plates for the LG 2A Project

Plate 3 : Agencement général des ouvrages

Plate 4 : Coupe longitudinale des aménagements

LG 2A Project

Agencement général des ouvrages

See plan no. 22 Plate 3 Agencement général des ouvrages (Complementary Documents)

LG 2A Project

Coupe longitudinale des aménagements

See plan no. 23 Plate 4 Coupe longitudinale (Complementary Documents)

1.3 The Brisay Project

The Brisay Project consists of a powerplant with 460 MW installed capacity and a 315 kV transmission line to the Tilly Substation at LG 4 via the site of the future “Nikamo” collecting substation.

The powerplant is located adjacent to the existing Brisay Control Works which include the intake structure for the powerplant on the common approach canal from the Caniapiscau Reservoir (plate 5). The intake structure has two gates and is connected to the two head race tunnels of which the upstream 100 meters also were constructed concurrently with the Brisay Control Works (plate 6).

The two head race tunnels are approximately 500 meters long, excavated in rock, and are connected through penstocks of approximately 90 meters long to the spiral cases of the turbine generator units.

The powerplant will receive its water from the Caniapiscau Reservoir where the maximum and minimum operating levels will remain at elevations 535.5 and 522.6 meters (1760 and 1717 feet) respectively as described in Section 8 of the James Bay and Northern Québec Agreement.

The powerplant is located above ground. At the generator floor level the powerhouse is approximately 105 meters long and 38 meters wide. It contains two generating units of 230 MW each driven by a Kaplan turbine with steel spiral casings (plate 6). The total installed capacity is 460 MW and the design maximum discharge through the powerplant will be approximately 1133 cubic meters per second. The nominal head is 38.4 meters (plate 7).

The discharge works consist of two draft tubes and a tail race connected to the discharge canal of the Brisay Control Works.

The transformer/switching station is located partly on the roof of the powerhouse and partly on the adjacent rock.

A double circuit 315 kV transmission line connects the Brisay powerplant to the Tilly Substation via the site of the future "Nikamo" collecting substation (plate 8).

The generating units for the Brisay powerplant may, at Hydro-Québec's option, be changed to three or four units of a total installed capacity of 460 MW within generally the same structural configuration, in lieu of the two 230 MW units described above. Such change shall not require an amendment to this Agreement, but the Cree Regional Authority shall be notified in writing of such change.

List of the plates for the Brisay Project

Plate 5 : Complexe hydroélectrique de La Grande Rivière – Plan de situation

Plate 6 : Agencement général

Plate 7 : Coupe transversale dans l'axe d'un groupe

Plate 8 : Ligne de transport d'électricité à 315 kV, Brisay-Poste Tilly : Corridor et alignement préférentiels

Brisay Project

Complexe hydroélectrique de La Grande Rivière – Plan de situation

See plan no. 24 Plate 5 La Grande Rivière Plan de situation (Complementary Documents)

Brisay Project

Agencement général

See plan no. 25 Plate 6 Agencement général (Complementary Documents)

Brisay Project

Coupe transversale dans l'axe d'un groupe

See plan no. 26 Plate 7 Coupe transversale (Complementary Documents)

Brisay Project

Ligne de transport d'électricité à 315 kV, Brisay-Poste Tilly : Corridor et alignement préférentiels(*)

See plan no. 27 Plate 8 Ligne de transport (Complementary Documents)

1.4 The RND Project

The 450 kV DC transmission line between Radisson Substation and the 49th parallel will be approximately 600 km long, on steel towers anchored by guy wires spaced approximately 500 meters.

A few rigid-type towers will be used (2%) as well as some guy-supported angular towers (6%), which will occupy surface areas of approximately 60 meters x 70 meters. The standard guyed towers will each occupy surface areas of approximately 24 meters x 30 meters. Two main conductors (four-wire bundles), supported by "V" type insulators, will have a minimum ground clearance of 13.2 meters.

The right-of-way will be 60 meters wide and in general will be cleared only 52 meters.

1.4.1 Radisson Substation

The substation site is the same as that of the Radisson Substation referred to in the James Bay and Northern Québec Agreement.

The Radisson Substation will, in addition to the features described in the James Bay and Northern Québec Agreement, consist of three 735-315 kV power transformers, six 735 kV transmission line startup facilities, four 315 kV transmission line startup facilities, a power converter of approximately 2000 MW and the 450 kV DC transmission line startup facility.

Total additional space required is approximately 394 000 square meters, of which 130 000 square meters will be used for the converter facility. The 735 kV section will be used mainly as a switching facility for the three LG 2 to Nemiscau transmission lines. The 315 kV section will be used for transforming and integrating into Hydro-Québec's James Bay grid the power generated by the LG 2A and LG 1 (1986) powerhouses.

1.4.2 Looping of the three LG 2 – Nemiscau 735 kV transmission lines

The switching system for feeding the 2 000 MW power converter requires the looping of the three LG 2 – Nemiscau lines between the LG 2 Switching Station and the Radisson Substation.

The loops for the first and second lines require seven new towers on a 2.5 km long new right-of-way and the loop for the third line requires thirteen new towers on a 2.5 km long new right-of-way.

Technical specifications of these loops are identical to those of the three LG 2 – Nemiscau lines.

1.4.3 Grounding electrode

A grounding electrode is required to maintain the neutral terminal of the converter at ground potential.

The electrode will consist of a steel conductor placed on a coke bed at a depth of 3.5 meters in ground saturated with water and with minimal electrical resistance.

The actual site for the grounding electrode is still under study. The Cree Regional Authority shall be notified in writing of the actual site of the grounding electrode and the alignment of the transmission line described in 1.4.4 when these are determined.

1.4.4 Transmission line from Radisson Substation to the grounding electrode

The grounding electrode and the Radisson Substation will be linked by a 2-conductor transmission line on wood pole structures spaced an average of 100 meters occupying approximately 8 meters x 8 meters of land including guy wires.

RND Project

Agencement général – Poste Radisson et lignes – Territoire CBJNQ

See plan no. 28 Plate 9 Agencement général - Poste de Radisson (Complementary Documents)

Compl. A. no. 7, ss. 1 and 17

8.1.4.2 The inclusion of the LG 1 (1986), LG 2A, Brisay and RND Projects in the description of Le Complexe La Grande (1975) shall not apply to paragraphs 8.9.1 to 8.9.4 and to subsections 8.10 and 8.17 of the James Bay and Northern Québec Agreement.

Compl. A. no. 7, ss. 2 and 17

8.1.4.3 Le Complexe La Grande (1975), as described in the JBNQA, shall include the following projects :

1.1 LA 1 Project

The LA 1 Project consists principally of a powerhouse, spillway and temporary diversion tunnel as well as two dams and eighty dykes for reservoir closure, and related works.

The powerhouse is located on the right bank of the Laforge River. It has six turbine/generator units with a total installed capacity of 852 MW. The design flow is 1,613 m^3/s and the rated head is approximately 57,3 m. The powerhouse is fed by a channel heading to an intake control structure with six gated openings. Six penstocks link the intake with the scrollcases in the powerhouse. The tailrace channel is approximately 500 m long; its width varies from 135 m at the outlet of the powerhouse to some 100 m at the river. The transformer and switching substation is located on the roof of the powerhouse an has six bays, one for each generating unit.

The spillway is located on the right bank of the Laforge River upstream of the powerhouse at the west end of the main dam. It has two openings, each 11 m wide, and its discharge capacity with the reservoir at its maximum level of 439 m is 2,450 m^3/s.

The Laforge 1 development also includes two dams, one on the Laforge River and the other on the Vincelotte River, and eighty dykes. These works allow the formation of the reservoir which includes a part of Lac des Oeufs; the reservoir at its maximum level has an area of approximately 1,288 km^2. The annual drawdown of the reservoir is limited to approximately 3 m. However, it is possible that once every ten years, on average, the drawdown reaches 8 m.

The main dam is approximately 985 m long and 66 m high. Its construction requires the placement of approximately 2,397,000 m^3 of fill materials.

The dam closing the Vincelotte River has a maximum height of approximately 28 m and a length of approximately 1,178 m. Its construction requires the placement of 1,080,000 m^3 of fill materials.

Eighty dykes are required to close the reservoir. They contain a total volume of approximately 4,225,000 m^3 of fill materials and they have a total crest length of some 19,575 m.

List of the plates for the LA 1 Project:

Plate 1: Plan de situation

Plate 2: Agencement général de la centrale LA 1 et des ouvrages connexes

Plate 3: Agencement général du barrage LA 1 et des ouvrages connexes

Aménagement Laforge 1

Plan de situation

See plan no. 29 Plate 1 Plan de situation LA 1(Complementary Documents)

Aménagement Laforge 1

Agencement général de la centrale LA-1 et des ouvrages connexes

See plan no. 30 Plate 2 Agencement de la centrale LA 1 (Complementary Documents)

CARTE Aménagement Laforge 1

Agencement général du barrage LA-1 et des ouvrages connexes

See plan no. 31 Plate 3 Agencement du barrage LA 1 (Complementary Documents)

1.2 LA 2 Project

The LA 2 Project consists principally of a combined powerhouse and intake, spillway, an earthcore-rockfill embankment abutting these structures at both ends, a closure dyke and related works.

The LA 2 powerhouse is built behind dyke KD-14, at the outlet of the existing Fontanges reservoir.

The "run-of-the-river" powerhouse is located at the lowest point of the valley, to the south of the Fontanges channel. It incorporates two turbine/generator units having a total installed capacity of 310 MW. The design flow is 1,200 m^3/s and the rated head is approximately 26,9 m. The two intakes are served by a short intake channel and are integrated into the powerhouse. The 13,8 – 315-kV transformers are located on the draft tube deck and the substation is located on the roof of the powerhouse. Two three-phase 315-kV power lines link the substation to the switching station located some 100 m south of the powerhouse.

Each intake is 32 m wide and is divided into three passages provided with separate sets of guides for the trashracks, bulkhead gates and intake gates. The semi-spiral cases are of concrete. The tailrace is approximately 935 m long and its width varies from 64 m to 40 m at the draft tube outlets and reaches approximately 225 m at Lake Toqué. Between Lake Toqué and Lake Des Espoirs, the natural riverbed is deepened along the left bank in order to increase the head.

The spillway is located on the north side of the powerhouse and linked to it by a concrete gravity dam of approximately 20 m in length. It has two bays, each approximately 11 m wide, and its discharge capacity is 2,300 m^3/s when the reservoir is at a normal level of some 481 m. The spillway discharge is returned to the water body below the Fontanges channel.

To the south of the powerhouse and to the north of the spillway a rockfill embankment dam with a moraine core completes the impoundment. The main dam south of the powerhouse is approximately 644 m long and its maximum height is 22 m.

The north dam has a maximum height of 17 m and is some 321 m long. A concrete gravity wall which supports the moraine core permits the change of alignment between the north dam and the spillway.

The existing Fontanges channel, which is used for diversion during the entire construction period, is closed after breaching the dyke KD-14 by a homogeneous dyke built upstream from the existing control weir. This dyke is approximately 229 m long and has a maximum height of 8 m.

The total surface area of the existing Fontanges reservoir at its normal level of operation is approximately 240 km^2.

List of the plates for the LA 2 Project:

Plate 4: Plan de situation

Plate 5: Aménagement général des ouvrages

Plate 6 : Centrale et évacuateur – plan et coupes

Aménagement Laforge-2

Plan de situation

See plan no. 32 Plate 4 Plan de situation LA 2 (Complementary Documents)

Aménagement Laforge-2

Aménagement général des ouvrages

See plan no. 33 Plate 5 Aménagement des ouvrages LA 2 (Complementary Documents)

Aménagement Laforge-2

Centrale et évacuateur – plan et coupes

See plan no. 34 Plate 6 Centrale et évacuateur LA 2 (Complementary Documents)

1.3 2nd 315-kV transmission line Project between LG 2A and Radisson

The 2nd 315-kV transmission line between the Radisson substation and the LG 2A powerhouse will be approximately 16 km long and requires both guyed and self-supported (rigid) towers.

The minimum and maximum surface areas of the guyed towers (including guys) will respectively 23 m x 23 m and 32 m x 32 m. For the self-supported towers, the minimum and maximum areas occupied will be 11 m x 11 m and 24 m x 24 m.

The towers support six bundled conductors (two per bundle), supported by I-type string insulators which conductors will have a minimum ground clearance of 7,9 m, and one overhead ground wire. The overhead ground wire will include optical fibers.

The right-of-way will be 83 m wide. The total right-of-way will be 148 m wide for the two LG 2A – Radisson lines and will be entirely cleared.

Plate for the 2nd 315-kV transmission line Project between LG 2A and Radisson:

Plate 7 : Plan de situation

2e ligne à 315 kV La Grande-2A – Radisson

Plan de situation

See plan no. 35 Plate 7 Plan de situation La Grande 2A - Radisson (Complementary Documents)

1.4 3rd 735-kV transmission line Project between Lemoyne and Tilly

The 3rd 735-kV transmission line between the Tilly substation, located near the La Grande 4 powerhouse, and the Lemoyne substation, located west of River De Pontois will be approximately 116 km long and requires both guyed and self-supported (rigid) towers.

The minimum and maximum surface areas of the guyed towers (including guys) will be respectively 30 m x 40 m and 38 m x 55 m. For the self-supported towers, the minimum and maximum areas occupied will be 18 m x 18 m and 24 m x 24 m.

The towers support three phases of four-wire bundles, supported by V and I-type suspension assemblies and two overhead ground wires, one of which will include optical fibers. The conductors will have a minimum ground clearance of 13,6 m.

The right-of-way will be 90 m wide and only partly cleared when the height of the tree cover permits.

In addition to the transmission line, the Project includes connections to the Lemoyne and Tilly substations.

The connection to the Lemoyne substation requires changes to the lines north of the substation and changes to the line connecting the Lemoyne substation to the Chissibi substation to the west. The enlargement required for the new outgoing line will occupy a surface area of 3,1 ha. A 20 m-wide strip circling the substation will be set aside for drainage and landscaping purposes.

The connection to the Tilly substation requires the rerouting of outgoing lines; no enlargement of the site is necessary.

Plate for the 3rd 735-kV transmission line Project between Lemoyne and Tilly:

Plate 8: Plan de situation

3e ligne 735 kV Lemoyne-Tilly

Plan de situation

See plan no. 36 Plate 8 Transmission line Lemoyne et Tilly (Complementary Documents)

1.5 12th transmission line Project

The 12th 735-kV transmission line starts at the Chissibi substation, located near the La Grande 3 powerhouse and ends at the limit of the JBNQA Territory, a distance of approximately 560 km. The cables are supported by two types of towers: guyed and self-supported (rigid).

The normal width of the right-of-way is 90 m but this will be reduced to a width of 59 m or 76 m if the line runs parallel to an existing line.

The minimum and maximum surface areas of the guyed towers (including guys) will be respectively 30 m x 40 m and 38 m x 55 m. For the self-supported towers, the minimum and maximum areas occupied will be respectively 9 m x 9 m and 24 m x 24 m.

These towers support three phases of four-wire bundles, supported by V-type and I-type suspension assemblies and two overhead ground wires, one of which will include optical fibers. The minimum ground clearance of the conductors is 12,6 m.

In addition to the transmission line, the Project includes connection to the Chissibi, Albanel and Chibougamau substations, requiring additional structures and related equipment required for the operation of the network.

List of the plates for the 12th transmission line Project:

Plate 9: Plan de situation – partie nord

Plate 9A : Plan de situation – partie sud

12^{e} ligne 735 kV

Plan de situation – partie nord

See plan no. 37 Plate 9 Plan de situation – partie nord (Complementary Documents)

12^{e} ligne 735 kV

Plan de situation – partie sud

See plan no. 38 Plate 9A Plan de situation – partie sud (Complementary Documents)

1.6 Series capacitors Project

The Project consists of the installation of capacitors to block direct current in the middle of the three lines between Radisson and Némiscau and in the middle of the line linking La Grande 2 to Chissibi.

These installations, modest in size, are located within the right-of-way and under their respective line, as close as possible to an existing road.

The location of the sites is shown on Plate 10:

Site 1, which serves two of the Radisson – Némiscau lines, includes two installations (Opinaca 2 and Opinaca 3) of series capacitors and is located near the Matagami – La Grande 2 road, approximately 200 km from the La Grande 2 powerhouse near the Eastmain River; its access route is 105 m long;

Site 2, which serves one of the Radisson – Némiscau lines includes one installation (Opinaca 1) of series capacitors and is located near the same Matagami – La Grande 2 road, approximately 185 km from the La Grande 2 powerhouse near little Opinaca Lake; its access route is 80 m long;

Site 3, which serves the La Grande 2 – Chissibi line includes one installation (Sakami) of series capacitors and is located near the road linking La Grande 2 to La Grande 3, approximately 105 km from the La Grande 2 powerhouse; its access route is 120 m long.

The overall dimensions of each of the three sites are about 19 m x 47 m.

Plate for the Series capacitors Project:

Plate 10: plan de situation

Condensateurs séries

Plan de situation

See plan no. 39 Plate 10 Plan de situation (Complementary Documents)

1.7 Series compensation Project for the north-west network; Abitibi, Albanel, Chibougamau and Némiscau substations:

Abitibi substation

Expansion of Abitibi substation

Series compensators will be installed on each of the three lines connecting the Némiscau substation to the Abitibi substation, located approximately 38 km west of the municipality of Chapais.

The enlargement of the site for the installation of the series compensators is located in the northern part of the substation and requires a surface area of approximately 11.6 ha.

Technical description

A three-phase set of series compensators will be installed along each of the three above-mentioned 735-kV lines. For each of the three phases, the following components will be installed on a platform supported by insulating towers:

capacitors;

varistors (non-linear resistance);

damping circuit including dry-type series reactor and resistor;

spark gap;

current and voltage transformers.

The three platforms of each of the lines will be fenced in, built about 8 m from the ground and insulated at 735 kV.

In addition, the installation as planned will include the following equipment:

bypass circuit breakers;

disconnect switches;

busbars mounted on post insulators;

control building;

monopode towers.

Furthermore, one set of shunt reactors will be installed at the starting point of the line connecting the Abitibi and La Vérendrye substations. The installation of a three-phase set of shunt reactors at 735 kV requires the following items:

shunt reactors;

air circuit breaker;

disconnect and grounding switches;

current transformers;

lightning arresters;

steel structures and supports;

fire walls when required;

oil retention basins and oil recovery well;

control and protection equipment.

Albanel substation

Expansion of Albanel substation

Series compensators will be installed on each of the two lines connecting the Lemoyne substation to the Albanel substation located approximately 40 km east of the village of Nemaska. The passage of the 12th transmission line at the Albanel substation requires the installation of a third set of series compensators.

The enlargement of the northern part of the substation by 8.05 ha for series compensation equipment and of the southern part of the substation over 1.18 ha for the reactors is required. Overall, the extension requires a surface area of 9,23 ha.

Technical description

A three-phase set of series compensators will be installed along each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

Furthermore, four sets of shunt reactors will be installed at the starting point of the lines connecting the Albanel substation to the Chissibi, Chibougamau and Lemoyne substations. Two of these sets are related to the 12th transmission line.

Chibougamau substation

Expansion of Chibougamau substation

Series compensators will be installed on each of the two lines connecting Albanel substation to Chibougamau substation located approximately 28 km south-west of the municipality of Chibougamau. The passage of the 12th transmission line at the Chibougamau substation requires the installation of a third set of series compensators.

North of the substation, the alignment of the access road will be modified over an area of 0.10 ha, corresponding to a length of 90 m. The site enlargement required for these new installations will cover 8.56 ha for series compensation, 0.28 ha for the inductors on the west side of the substation, and 0.38 ha for the set of shunt reactors located south of the substation. A total of 9.32 ha is required.

Technical description

A three-phase set of series compensators will be installed on each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

Furthermore, two sets of shunt reactors will be installed at the starting point of the 12th transmission line connecting the Albanel and Chibougamau substations on the one hand and the Chibougamau and Chamouchouane substations on the other hand.

Némiscau substation

Expansion of Némiscau substation

Series compensators will be installed on each of the three 735-kV lines connecting the Radisson substation, located approximately 15 km south of the La Grande 2 powerhouse, to the Némiscau substation, located approximately 11 km east of the village of Nemaska.

The installation of series compensators requires the enlargement of the northern part of the substation and involves a surface area of approximately 8.6 ha.

Technical description

A three-phase set of series compensators will be installed on each of the three above-mentioned 735-kV lines. For each of the three phases, the components required are those described above for the Abitibi substation.

Compl. A. no. 11, ss. 1 and 6

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 five hundred and ninety-six feet (596') above MSL.

The diverted flow from the Eastmain, Opinaca and Rupert rivers through the La Sarcelle Powerhouse and the La Sarcelle Control Structure at the Opinaca Reservoir outlet shall not exceed two thousand seven hundred and seventy cubic meters per second (2,770 m^3/s).

However, the La Sarcelle control structure and the La Sarcelle powerhouse have a combined discharge capacity of three thousand three hundred and sixty two cubic meters per second (3,362 m^3/s) and the flow rate through both structures may from time to time exceed 2,770 m^3/s in cases of emergency, to ensure public safety or to reduce the frequency of use of the Eastmain River control structure.

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

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

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

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

JBNQA, par. 8.2.2
Compl. A. no. 5, s. 2
Compl. A. no. 21

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, Revision 1" or "LG 1", as the case may be, forebay

The "LG 1, Revision 1" or "LG 1", as the case may be, 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.

JBNQA, par. 8.3.2
Compl. A. no. 4, s. 8

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 Caniapiscau reservoir

Selective clearing in LG 2, LG 3 and LG 4 forebays and Caniapiscau 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
A. corr.

8.5 *(Cancelled).*

8.5.1 *(Cancelled).*

JBNQA, par. 8.5.1
Compl. A. no. 4, s. 3

8.5.2 *(Cancelled).*

JBNQA, par. 8.5.2
Compl. A. no. 4, s. 3

JBNQA, subs. 8.5
Compl. A. no. 4, s. 3

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 indertakings 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).

JBNQA, par. 8.6.1
Compl. A. no. 4, s. 4

8.6.2 *(Cancelled).*

JBNQA, par. 8.6.2
Compl. A. no. 4, s. 3

8.6.3 *(Cancelled).*

JBNQA, par. 8.6.3
Compl. A. no. 4, s. 3

8.6.4 *(Cancelled).*

JBNQA, par. 8.6.4
Compl. A. no. 4, s. 3

8.6.5 *(Cancelled).*

JBNQA, par. 8.6.5
Compl. A. no. 4, s. 3

8.6.6 *(Cancelled).*

JBNQA, par. 8.6.6
Compl. A. no. 4, s. 3

8.6.7 *(Cancelled).*

JBNQA, par. 8.6.7
Compl. A. no. 4, s. 3

8.6.8 Supply of electricity to Fort George

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

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.

JBNQA, par. 8.6.8
Compl. A. no. 4, s. 5

8.6.9 Temporary water supply for Fort George

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

JBNQA, par. 8.6.9
Compl. A. no. 4, s. 6

8.7 *(Repealed).*

8.7.1 *(Repealed).*

JBNQA, par. 8.7.1
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

8.7.2 *(Repealed).*

JBNQA, par. 8.7.2
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

8.7.3 *(Repealed).*

JBNQA, par. 8.7.3
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

8.7.4 *(Repealed).*

JBNQA, par. 8.7.4
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

8.7.5 *(Repealed).*

JBNQA, par. 8.7.5
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

JBNQA, subs. 8.7
Compl. A. no. 4, s. 7
Compl. A. no. 13, s. 4

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 Caniapiscau 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, Revision 1” or “LG 1”, as the case may be, 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.

JBNQA, par. 8.9.2
Compl. A. no. 4, s. 8

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, pay-roll 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.

8.9.5 Upon the incorporation of James Bay Eeyou Corporation by legislation of l'Assemblée nationale du Québec or within one year of the execution of Complementary Agreement No 7, whichever is the earlier, all the rights, assets, powers, obligations and liabilities of SOTRAC shall vest in the James Bay Eeyou Corporation.

Compl. A. no. 7, s. 4

8.9.6 The James Bay Eeyou Corporation shall be incorporated in order to become the successor to SOTRAC as of the date mentioned in said paragraph 8.9.5, in order to study, plan, design and carry out mitigating measures and control and administer the Mitigating Works (SOTRAC 1986) Fund, consisting of the balance of funds remaining to the credit of SOTRAC at the time mentioned in said paragraph 8.9.5 as well as an additional amount of FIFTEEN MILLION DOLLARS ($15,000,000) payable over a period of twenty (20) years, the Cree Community Fund in the amount of FIFTY MILLION DOLLARS ($50,000,000), payable through FIFTEEN MILLION DOLLARS ($15,000,000) in cash and THIRTY-FIVE MILLION DOLLARS ($35,000,000) payable over a period of ten (10) years and the Cree Economic Assistance Fund in the amount of FORTY-FIVE MILLION DOLLARS ($45,000,000) payable over a period of twenty (20) years.

Compl. A. no. 7, ss. 5 and 17

8.9.7 The James Bay Eeyou Corporation shall also assume the functions of SOTRAC under the James Bay and Northern Québec Agreement and provide for a continuing forum to deal more efficiently with issues involving the James Bay Crees and Hydro-Québec and perform other functions which may be conferred upon it by the parties hereto.

Compl. A. no. 7, ss. 6 and 17

8.9.8 James Bay Eeyou Corporation shall be established as a non-profit corporation without share capital and without pecuniary gain to its members under the name, in English, James Bay Eeyou Corporation, in French, la Société Eeyou de la Baie James, and in Cree, Eeyou Companee.

Compl. A. no. 7, ss. 7 and 17

8.9.9 Upon the execution of this Agreement, the Cree Regional Authority may, at its option, cause to be incorporated the James Bay Eeyou Corporation under the Québec Companies Act prior to its statutory incorporation by l'Assemblée nationale du Québec, if l'Assemblée nationale du Québec deems such statutory incorporation appropriate.

Compl. A. no. 7, ss. 8 and 17

8.9.10 Until such statutory incorporation, the James Bay Eeyou Corporation, as incorporated under the Québec Companies Act, shall be and continue to be the James Bay Eeyou Corporation contemplated by this Agreement.

Compl. A. no. 7, ss. 9 and 17

8.9.11 Moreover, as a provisional measure, until the incorporation of the James Eeyou Corporation under the Québec Companies Act, the Grand Council of the Crees (of Québec) shall act in the place and stead of the James Bay Eeyou Corporation.

Compl. A. no. 7, ss. 10 and 17

8.9.12 The members of the James Bay Eeyou Corporation shall be the Cree Regional Authority and Hydro-Québec.

Compl. A. no. 7, ss. 11 and 17

8.9.13 The affairs of the James Bay Eeyou Corporation shall be managed by a Board of Directors constituted as follows:

8.9.13.1 The members of the Council of the Cree Regional Authority shall, by virtue of their office, be members on the Board of Directors of the James Bay Eeyou Corporation and until representatives of the Oujé-Bougoumou Crees are members of the Council of the Cree Regional Authority, the Oujé-Bougoumou Crees shall appoint two (2) members of the Board of Directors.

8.9.13.2 Hydro-Québec shall appoint four (4) members of the Board of Directors, who shall hold office for such terms as Hydro-Québec may designate, and shall pay for their expenses.

8.9.13.3 With the consent of the Cree Regional Authority, le Gouvernement du Québec may appoint a maximum of three (3) additional members and the Government of Canada one (1) additional member to the Board of Directors.

Compl. A. no. 7, ss. 12 and 17

8.9.14 The James Bay Eeyou Corporation shall have the following objects:

8.9.14.1 To carry out the functions vested in it by this Agreement for the social and civic improvement of the Cree communities.

8.9.14.2 To promote the general welfare of the James Bay Crees, to improve the conditions in the Cree communities and to provide training, employment and economic opportunities for the James Bay Crees.

8.9.14.3 To carry out mitigating measures respecting the “Le Complexe La Grande (1975)”.

8.9.14.4 To assume all of the rights, assets, interests, obligations and liabilities of SOTRAC in accordance with said paragraph 8.9.5.

8.9.14.5 To assist the Cree Bands in preserving the traditional way of life of the James Bay Crees based on hunting, fishing and trapping and to assist in promoting the culture, values and traditions of the James Bay Crees.

8.9.14.6 To provide for the framework for an improved relationship between the Crees and Hydro-Québec.

8.9.14.7 Subject to amendments to the James Bay and Northern Québec Agreement and the legislation pertaining to SODAB, to own the majority of shares in the James Bay Native Development Corporation and to own the latter as a subsidiary of James Bay Eeyou Corporation.

Compl. A. no. 7, ss. 13 and 17

8.9.15 The powers and duties of the James Bay Eeyou Corporation shall include:

8.9.15.1 The control, administration, management and disposition of the Mitigating Works (SOTRAC 1986) Fund, the Cree Community Fund and the Cree Economic Assistance Fund mentioned above.

8.9.15.2 To study, plan, design, carry out and administer mitigating measures and to cooperate with Hydro-Québec in respect to the carrying out of mitigating undertakings of Hydro-Québec in respect to Le Complexe La Grande (1975).

8.9.15.3 To cooperate with Hydro-Québec in respect to employment, training and contract undertakings of Hydro-Québec.

8.9.15.4 To carry out such other functions, powers and duties as may be conferred upon it by the parties to Complementary Agreement No 7.

Compl. A. no. 7, ss. 14 and 17

8.9.16 The head office of the James Bay Eeyou Corporation shall be situated on Cree Category IA lands in the Cree Community of Chisasibi.

Compl. A. no. 7, ss. 15 and 17

8.10 *(Removed).*

8.10.1 *(Removed).*

JBNQA, par. 8.10.1
A. corr.
Compl. A. no. 9, s. 2

8.10.2 *(Removed).*

CBJNQ, al. 8.10.2
A. corr.
Compl. A. no. 9, s. 2

8.10.3 *(Removed).*

JBNQA, par. 8.10.3
A. corr.
Compl. A. no. 9, s. 2

JBNQA, subs. 8.10
A. corr.
Compl. A. no. 9, s. 2

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 appointement 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).

JBNQA, subs. 8.17
Compl. A. no. 9, s. 3

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 Caniapiscau 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.

Annex 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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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 Level (ft). Max.	Reservoir Level (ft). Min.	Live Storage (bcf)	Number of Units	Installed Capacity (MW)	Energy (annual in 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 yd^3 of fill as well as 4 200 000 yd^3 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 Caniapiscau River.

The water of the Caniapiscau 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 lever; channel excavation amounts to about 2 000 000 yd^3.

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 Caniapiscau is channelled into the “Laforge” diversion, a series of twelve (12) dikes requiring a total of 10 000 000 yd^3 of fill and channels requiring some 500 000 yd^3 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 Caniapiscau construction site can be reached via a 220-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 yd^3.

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 yd^3 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 yd^3 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 yd^3 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, consiting 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 yd^3.

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 yd^3 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.

See plan no. 40 Plate 1 Complexe La Grande General Area Map (Complementary Documents)

See plan no. 41 Plate 2 Complexe La Grande Map and Profiles (Complementary Documents)

See plan no. 42 Plate 3 Complexe La Grande Airports, Roads and Transmission Lines (Complementary Documents)

See plan no. 43 Plate 4 LG 1 Area Map (Complementary Documents)

See plan no. 44 Plate 5 LG 2 Area Map (Complementary Documents)

See plan no. 45 Plate 6 LG 3 Area Map (Complementary Documents)

See plan no. 46 Plate 7 LG 4 Area Map (Complementary Documents)

See plan no. 47 Plate 8 Caniapiscau Area Map (Complementary Documents)

See plan no. 48 Plate 9 Eastmain-Opinaca Area Map (Complementary Documents)

See plan no. 49 Plate 10 LG 1 Map of the Site (Complementary Documents)

See plan no. 50 Plate 11 LG 1 Powerplant -10 Units (Complementary Documents)

See plan no. 51 Plate 12 LG 2 Map of the Site (Complementary Documents)

See plan no. 52 Plate 13 LG 2 Powerplant -16 Units (Complementary Documents)

See plan no. 53 Plate 14 LG 3 Map of the Site (Complementary Documents)

See plan no. 54 Plate 15 LG 3 Powerplant -10 Units (Complementary Documents)

See plan no. 55 Plate 16 LG 4 Map of the Site (Complementary Documents)

See plan no. 56 Plate 17 LG 4 Powerplant -8 Units (Complementary Documents)

JBNQA, Sch. 1
A. corr.

Annex 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.

Annex 3

Section 8 – Technical aspects

See plan no. 57 Déboisement Réservoir Opinaca (Complementary Documents)

Annex 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.

Annex R1

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

List of Plates,

Plate D-1,

Plate D-2,

Plate D-3,

Plate D-4

LG 1, Revision 1, at mile 23 on La GrandeRiver

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

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

Description

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

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

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

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

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

List of plates

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

Plan et profil avec LG 1, Révision 1

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

Plan de localisation

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

Plan général de l'aménagement

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

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

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

Compl. A. no. 4, (Sch. R1)
Compl. A. no. 21

SECTION 9

Local Government over Category IA Lands

9.0.1 Subject to all other provisions of the Agreement, there shall be recommended to Parliament special legislation concerning local government for the James Bay Crees on Category IA lands allocated to them.

Such legislation shall contain the following provisions inter alia:

a) the incorporation of each Cree band and the extension of the corporate membership to include all Crees eligible to benefit under the Agreement;

b) the establishment of band councils and provisions for their election and term of office as well as the filling of vacancies and contestation of elections; there shall also be provisions that the powers of the incorporated band shall be exercised through the band council and that each band shall have the option of electing or appointing its chief and councillors according to band custom, which shall apply to the extent that it is compatible with the corporate structure of the band. Such band customs shall be set out in the by-laws of the band and such by-laws shall be subject to the approval of the Minister of Indian Affairs and Northern Development;

c) powers of the band council, which shall include these powers under the existing sections 28 (2), 81 and 83 of the Indian Act and all or most of the powers exercised by the Governor-in-Council under s. 73 of the Indian Act as well as certain non-governmental powers;

d) the powers of taxation for community purposes, in such manner and to such extent as may be agreed upon;

e) provisions establishing the right of use of the individual Cree in a given plot of land, limiting the rights of the individual to the use of one lot for residential purposes; provisions governing the allotment of additional land for non-residential purposes; provisions governing the right to take land for community use and the right to compensation for improvements where land is taken for community use;

f) the regulation and licencing of business activities, trades, occupations, merchants and work on the reserve;

g) tax exemptions which shall be the same as those provided by the Indian Act or other acts of Canada applying from time to time to Indians registered under the Indian Act shall apply to Indians registered under the Indian Act who reside on Category IA lands;

h) provisions for exempting from seizure Category IA lands and Cree property thereon, similar to those extended to other Indians as provided for in the Indian Act, unless otherwise agreed upon;

i) provisions governing residence on Category IA lands;

j) provisions governing access to Category IA lands;

k) provisions governing the granting, by the band, on Category IA lands of servitudes, usufructs and other rights of use and occupation and leases respecting such lands to any persons including non-Indians;

l) provisions relating to band public works;

m) certain defined powers relating to land use and environmental and social protection;

n) powers of the band council relating to the protection and use of natural resources consistent with and subject to applicable laws and regulations and in conformity with the terms of the Agreement;

o) the general powers of the Minister of Indian Affairs and Northern Development to supervise the administration of Category IA lands;

p) and such other powers as may be incidental and/or ancillary to the exercise of local government or the implementation of the Agreement;

9.0.2 Discussions shall take place forthwith upon the execution of the Agreement between Canada and the James Bay Crees to determine, in accordance with the above provisions 9.0.1 a) to 9.0.1 p), the terms of the special legislation to be so recommended.

Until such legislation is enacted, the Indian Act shall apply to such lands, subject to all other provisions of the Agreement.

JBNQA, par. 9.0.2
A. corr.

9.0.3 Notwithstanding the foregoing, in the event that the Indian Act applies to Category IA lands, Cree beneficiaries under the Agreement who are not Indians under the Indian Act shall be entitled to reside on the reserve.

9.0.3A There shall be recommended by Canada to Parliament amendments to the legislation contemplated by paragraphs 9.0.1 to 9.0.3 hereof which shall have the legislative effect of incorporating the Crees of Oujé-Bougoumou as a band under the said legislation and of integrating the Crees of Oujé-Bougoumou into the said legislation as a separate Cree band and a Cree local government with the same status, rights, privileges and obligations as the other Cree bands and Cree local governments contemplated by the said legislation.

Compl. A. no. 22, sch. 4, s. 1

9.0.4 The provisions of this Section can only be amended with the consent of Canada and the interested Native party.

JBNQA, par. 9.0.4
A. corr.

SECTION 10

Cree Local Government (Category IB)

10.0.1 The members of each of the Cree communities of Great Whale River, Fort George, Rupert House, Paint Hills, Nemaska, Eastmain, Waswanipi and Mistassini shall be respectively incorporated as, and shall be, public corporations under the names of "The Corporation of Great Whale River", "The Corporation of Fort George", "The Corporation of Rupert House", "The Corporation of Paint Hills", "The Corporation of Nemaska", "The Corporation of Eastmain", "The Corporation of Waswanipi", and "The Corporation of Mistassini" and shall have jurisdiction in the respective territories allocated for each of the said communities as Category IB lands and, where applicable, Category IB special lands. The territory of the Cree Corporation of Great Whale River shall not be included within the boundaries of the municipality of Great Whale River to be erected under Section 12 of the Agreement.

In addition, the members of the Inuit community of Fort George shall be members of the said "Corporation of Fort George" and the said corporation shall also have jurisdiction in the territory allocated to the Inuit of Fort George as Category I lands. However, the said members of the Inuit community of Fort George shall not be members of the Cree Regional Authority contemplated by Section 11A of the Agreement.

In addition, the members of the Cree community of Oujé-Bougoumou shall be incorporated as, and shall be, a public corporation under the name of the "Corporation of Oujé-Bougoumou", which shall have jurisdiction in the territory allocated for the said community as Category IB lands.

JBNQA, par. 10.0.1
A. corr.
compl. A. no. 3, s. 15
compl. A. no. 22, sch. 3, s. 2

10.0.2 Notwithstanding the provisions of any other act, the respective territories of such public corporations shall be excluded from the territories subject respectively to the jurisdiction of the Cree Nation Government and of the Regional Government contemplated in Section 11 of this Agreement.

JBNQA, par. 10.0.2
compl. A. no. 24, s. 5

10.0.3 Each public corporation shall be represented and its affairs administered by its council.

10.0.4 For each Cree community, the members of the council of the public corporation having jurisdiction over Category IB area for that community shall be the same as the members of the council in office of the community corporation having jurisdiction over the Category IA area of that same community.

In the case of the council of the Corporation of Fort George, if no Inuk of the Inuit community of Fort George is a member of the council pursuant to the first paragraph of paragraph 10.0.4, an Inuk of the Inuit community of Fort George shall be appointed to the said council as an additional councillor. Such appointment shall be made by the members of the Corporation of Fort George from among those proposed by the said Inuit community which shall submit at least two names.

JBNQA, par. 10.0.4
compl. A. no. 3, s. 16

10.0.5 Each such public corporation shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it in this Section.

10.0.6 The corporate seat of each such public corporation, and the place of the meetings of its council, shall be located within the Category I area of the members of the community comprising such public corporation as shall be determined by resolution of the council thereof.

10.0.7 The following provisions of the Cities and Towns Act, R.S.Q. 1964 c. 193 as modified, shall apply to the said public corporations:

4(7), 4(8), 4(14), 4b, 5, 6, 7, 8, 9 (as modified herein), 10, 11, 17 (as modified herein), 19, 26 (as modified herein), 28 (as modified herein), 46, 51, 52, 53, 54, 54a, 54b, 61 (as modified herein), 62 (as modified herein), 64 (as modified herein), 65, 66, 67, 68 (as modified herein), 69 (as modified herein), 70 to 89, 90 (as modified herein), 91 to 94, 95 (as modified herein), 96 to 103, 104 (as modified herein), 105 (as modified herein), 108, 109, 115, 346 (as modified herein), 347 to 365, 366 to 368 (as modified herein), 369, 370, 371, 372 (as modified herein), 375 (as modified herein), 376 (as modified herein), 377, 378, 379, 380 (as modified herein), 381 to 398, 399 to 410 (as modified herein), 411 (as modified herein), 413 to 420, 422, 423 (as modified herein), 424, 425, 426 (as modified herein), 427, 428, 429 (as modified herein), 429a, 431 to 433, 434 (as modified herein), 435 to 438, 439 (as modified herein), 442 (as modified herein), 443, 445 to 448, 450, 451, 452 (as modified herein), 453 to 457, 458 (as modified herein), 459 (as modified herein), 461 to 464, 464a (as modified herein), 465 to 472, 473 (as modified herein), 473a to 478, 479 (as modified herein), 480 (as modified herein), 481 to 483, 516 (as modified herein), 517 (as modified herein), 518, 518a (as modified herein), 519, 525 to 529 (as modified herein), 580 (as modified herein), 605 to 607 (as modified herein), 610 to 621 (as modified herein), 622 to 628, 629 to 640, 641 (as modified herein) and 642 to 697 (as modified herein).

For the purpose of application of the above-mentioned provisions of the Cities and Towns Act in this Section, the said public corporations shall be deemed to be municipalities within the meaning of the said Act.

JBNQA, par. 10.0.7
A. corr.

10.0.8 Where the provisions of the Cities and Towns Act have been indicated in the preceding paragraph as modified for the purposes of application in this Section, such provisions shall be deemed to be modified in the manner set out in Schedule 1 of this Section.

10.0.9 For the purposes of interpreting these provisions of the Cities and Towns Act which apply to the said public corporations, the definitions listed in Schedule 2 of this Section shall apply.

10.0.10.1 The provisions of the Cities and Towns Act respecting the valuation roll, the imposition and collection of real estate taxes, including procedures relating thereto, and the provisions of the Real Estate Assessment Act shall come into force in the Territory of the corporation upon receipt by the Minister of Municipal Affairs of a resolution of the council of the corporation to proceed to the imposition of such real estate taxes.

10.0.10.2 The modifications numbered 10, 16, 17, 20, 21, 22, 23, 25, 28, 29, 30, 31, 32, 37, 39 in Schedule 1 hereof and the definitions numbered 4, 5, 7 in Schedule 2 hereof are null and void and do not apply when a corporation avails itself of the provisions of the preceding paragraph. The sections of the Cities and Towns Act thus affected shall then apply, *mutatis mutandis*, to the said corporation.

10.0.11 The public corporation shall have the power to make by-laws:

1) for environmental and social protection by more stringent requirements than those provided by laws and regulations;

2) for the protection and use of natural resources (excluding wildlife) consistent with applicable laws and regulations and taking into account that Québec will own the minerals and subsurface rights;

3) for the protection of the quality of the environment including the water, atmosphere and soil by measures compatible with the general objectives of legislations respecting the quality of the environment.

Such by-laws shall in no way restrict development and activities carried out or to be carried out outside land Category I, in accordance with laws including those laws and regulations incorporating the environmental and social protection regime applicable to land Category II and III.

Such by-laws take effect after approval by the Lieutenant-Governor in Council.

10.0.12 The language of communication of the public corporation shall be in accordance with the laws of general application in Québec. In addition, every person may address the public corporation in Cree and the public corporation shall ensure that such person can obtain available services from and can communicate with it in Cree.

10.0.13 In the sittings of the council of the said public corporation, whoever has a right to be heard may use Cree at his option.

10.0.14 The council of the public corporation shall have the right to make copies of the books, records, notices and proceedings or extracts thereof of the said public corporation in Cree.

10.0.15 Any of the said public corporations may, with the prior authorization of the Lieutenant-Governor in Council, make with the Government of Canada or any body thereof, or any band or council, and may, with the authorization of the Minister of Municipal Affairs, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfill the obligations arising therefrom.

10.0.16 The first fiscal year of the public corporation shall commence on the date of incorporation of the said corporation and shall terminate on December 31st of the same year unless otherwise provided in the Agreement.

10.0.17 The said public corporations shall be deemed to be municipalities within the meaning of the Municipal Affairs Department Act (Revised Statutes, 1964, chapter 169), the Municipal Commission Act (Revised Statutes, 1964, chapter 170), the Municipal Bribery and Corruption Act (Revised Statutes, 1964, chapter 173), the Municipal Aid Prohibition Act (Revised Statutes, 1964, chapter 176), the Public Health Act (Revised Statutes, 1964, chapter 161), the Water Board Act (Revised Statutes, 1964, chapter 183), the Municipal School Debt and Loan Act (Revised Statutes, 1964, chapter 171) and municipal corporations within the meaning of the Labour Code, and the said acts shall apply *mutatis mutandis* to the public corporations.

10.0.18 Subject to the provisions of this Section, the laws of general application exclusive of the Municipal Code shall apply to the public corporations contemplated in this Section.

10.0.19 The provisions of this Section can only be amended with the consent of Québec and the Cree Native party, except with respect to the second paragraph of paragraph 10.0.1 and the second paragraph of paragraph 10.0.4 in which cases the consent of the Inuit Native party shall also be required.

The Inuit Native party agrees furthermore to make any amendment to the second paragraph of 10.0.1 and the second paragraph of 10.0.4 which is consented to by the Inuit Community Corporation of Fort George.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

JBNQA, par. 10.0.19
compl. A. no. 3, s. 17

Annex 1

The modifications to the Cities and Towns Act, as indicated in paragraph 10.0.7 shall be the following:

1) Section 9: The following paragraph is added:

“The oath may also be taken in accordance with the provisions of Section 299 of the Code of Civil Procedure of the Province of Québec”.

2) Section 17: The following paragraph is added:

“In the absence of a council, the Minister of Municipal Affairs shall name a temporary administrator.”

3) Section 26(1) 4°: The words “Subject to the provisions of this Act” are replaced to read as follows:

“Subject to the provisions of the Cities and Towns Act”.

4) Section 28 is modified to read as follows:

“The corporation shall have jurisdiction for municipal purposes and for the exercise of all the powers conferred upon it over the whole of its territory and also beyond its territory in special cases where more ample authority is conferred upon it; it shall also have jurisdiction for police purposes in accordance with the terms of the Agreement on Police (Crees) and Administration of Justice (Crees).”

5) Section 61 is replaced by the following:

“In the case of incapacity or refusal of the majority of the council to act, the Minister of Municipal Affairs shall appoint a temporary administrator.”

6) Section 62: the following paragraph shall be added:

“The oath may also be taken in accordance with the provisions of Section 299 of the Code of Civil Procedure of the Province of Québec.”

7) Section 64: This section is replaced by the following:

“The chief councillor and the members of the council shall be entitled to such remuneration as may be fixed from time to time by by-law of the corporation subject to the approval of such by-law by the Lieutenant-Governor in Council. The council may authorize by resolution the payment of the expenses actually incurred by a member of the council on behalf of the corporation. The council may by by-law, subject to the approval of the Minister of Municipal Affairs, establish a pension plan and fund of a contributary nature for the chief councillor and councillors.”

8) Section 68 is modified by deleting paragraph 3.

9) Section 69 is modified by deleting the second and subsequent paragraphs.

10) Section 90 is modified by deleting paragraphs 2, 3 and 5.

11) Section 95 is modified by adding after the words “subject to all other legal provisions” the following:

“or in any other manner approved by the Minister of Municipal Affairs.”

12) Section 104 is modified by adding the following paragraph:

“On request of the corporation, the Minister of Municipal Affairs may exempt the corporation from the requirements of this Section.”

13) Section 105 is replaced by the following:

"The Minister of Municipal Affairs may, if he has reason to believe that it is justified, order a special audit of the accounts of the corporation for one or more of the five (5) years preceding such order."

14) Section 346 is replaced by the following:

"The Council shall meet at least every three (3) months."

15) Section 366: The words "Every property-owner or taxpayer domiciled outside the limits of a municipality" are replaced by:

"Any person having the right to receive such notice and who is not within the territorial limits of the corporation…"

16) Section 367 is modified by replacing the words "an absent property-owner or taxpayer" by "such person".

17) Section 368 is modified by replacing the words "property-owner" by "person".

18) Section 372 is modified to read as follows:

"The publication of a public notice for municipal purposes shall be made by posting it in the office of the corporation."

19) Section 375 is modified to read as follows:

"Except in cases otherwise provided for, the delay which is to elapse after a public notice shall begin to run from the day on which such notice is published. In all cases the day on which the notice was published shall not count. Saving provision to the contrary, public notices shall be published at least seven (7) clear days before the day fixed for the proceeding concerned."

20) Section 376 is modified to read as follows:

"Public notices shall be applicable to and binding upon persons concerned even if domiciled outside of the territorial limits of the corporation."

21) Section 380 is modified to read as follows:

"The council, of its own motion, may submit to the members and/or residents concerned any question that may be the subject of a decision of the council.

The question shall be defined by resolution of the council and the vote shall be taken in number only.

The council may also exercise such power at the request of twenty (20) persons contemplated in the first paragraph and then require, if it wishes, that the applicants pay such sum as it deems fair to meet the cost of taking the vote."

22) Sections 399 to 410 are replaced by the following:

"When a by-law requires approval of members and/or residents the vote shall be taken by polling in the following manner:

a) the council shall decide the date, time and place of polling;

b) the vote shall be taken by secret ballot and shall be presided over by the Secretary of the corporation or the person appointed by the council for such purpose;

c) the vote shall be taken by number only;

d) the ballots used for the poll shall be prepared in the following manner:

Are you in favour of by-law no.	yes	
	no	

e) the expenses occasioned by the holding of the poll shall be payable by the corporation."

23) Section 411 is replaced by the following:

"Any member or resident may, by petition presented in his name, apply and obtain on the ground of illegality, the quashing of any by-law or part of by-law of the council.

Such petition shall be presented within three (3) months after the coming into force of such by-law to the Court having jurisdiction in the territory."

24) Section 423 is modified by adding the following paragraph:

"Nothing in the preceding shall be interpreted so as to interfere with or limit the rights granted to the Cree people by the Agreement."

25) Section 426(1) c) par. 4 is modified by replacing "sections 399 to 410" by "section 399 as amended."

26) Section 429(1) is modified by replacing the words "Public Street Act (chap. 179)" by "section 468 of the Municipal Code".

27) Section 434 is modified to read as follows:

"The municipality may construct or acquire and maintain in its boundaries, and with the approval of the Lieutenant-Governor in Council, beyond its boundaries for a distance of thirty miles, waterworks, together with all appurtenances and accessories, the construction or acquisition whereof is determined under section 433; it may improve the waterworks and change the site thereof; and construct and maintain all buildings, engines, reservoirs, basins and other works necessary to convey water."

28) Section 439 is modified to read as follows:

"The council may by by-law to meet the costs of the construction and maintenance of waterworks and the costs of the distribution of water impose in the manner prescribed an annual tax on all occupants of the sector thus serviced."

29) Section 442 (4) is modified by deleting the words "special" and "and 441".

30) Section 452 is modified by deleting the words "special" and "and the compensation for the use of the water".

31) Section 458 is modified to read as follows:

"The council may, by by-law, in order to meet the interest on the sums expended in introducing a system of lighting, impose on all the owners or occupants of houses, shops or other buildings an annual tax."

32) Section 459(1)a is modified by deleting the word "special".

33) Section 464a is modified by adding after the words "sections 455 to 463" the words "as amended".

34) Section 473(6) is modified by deleting the words "If the period exceeds twenty-five (25) years, the by-law shall be approved in accordance with section 593."

35) Section 479 is modified by replacing the "15th of November" and the "30th of December" by the "1st of July" and the "31st of July" in the first paragraph. In the second paragraph by replacing the word "January" by the word "August".

36) Section 480(2) is modified by adding after the word "grant" the words "or subsidy".

37) Section 516 is modified by deleting the words "on taxable property in the municipality".

38) Section 517 is modified by deleting the following words in the second paragraph "subject to section 579".

39) Section 518a is modified to read as follows:

"The costs of demolition, repairs, alterations and construction incurred by a municipality in exercising the powers contemplated in paragraphs 1b, 4a and 27 of section 426 shall constitute a charge recoverable in the manner determined by the council."

40) Sections 525 to 529 are replaced by the following:

"The council may impose and levy annually:

(1) on the stock in trade or articles of commerce of all descriptions kept by merchants and dealers and exposed for sale in shops, or kept in vaults, warehouses or store-houses; on all yards or depots for rough, sawn or manufactured wood or lumber; and on all yards or depots for coal or other articles of commerce kept for sale, a tax of not more than one per cent (1%) of the estimated average value of such stock in trade or other articles of commerce;

(2) a tax on all occupants, possessors, or tenants within the territorial limits of the corporation, said tax to be applied on a uniform basis;

(3) a service tax which shall, if levied, be applied on an equal basis to all beneficiaries within the territorial limits of the public corporation to the extent of the cost of services furnished by such corporation. These service taxes shall be the same for all required to pay them whether they are members of the corporation or not. Wherever the corporation shall provide services, it shall provide them to all residents and organizations whether members of the corporation or not".

41) Section 580 shall be replaced by the following:

"Subject to the approval of the Québec Municipal Commission and on such terms and conditions that the Commission may determine, the council of the public corporation may enact by-laws governing the borrowing of funds required by the corporation. Subject to the same approval, the corporation may provide housing loans to its members from the monies thus borrowed".

42) Sections 605 to 607 are replaced by the following:

"Lands of Category IB shall not be subject to expropriation by the public corporation.

In the case of acquired rights, expropriation of lands, buildings and structures located within the territorial limits of the corporation as of the date of the signing of the Agreement shall be subject to the prior approval of the Lieutenant-Governor in Council."

43) Section 610 shall be modified by adding the following paragraph:

"The council shall not be obliged to accept the lowest or any other tender."

44) Sections 611 to 621 are replaced by the following:

"Fines imposed by the by-laws of the council shall be recoverable on summary proceedings in accordance with Part I of the Summary Convictions Act."

45) Section 641 is modified by adding the following paragraph:

"Nevertheless for the purposes of sections 628 to 641 of the Cities and Towns Act, the lands of Category IB as granted by the Agreement are exempt from seizure."

46) Sections 642 to 697 shall apply subject to the provisions of the Sections on Police (Crees) and Administration of Justice (Crees) contained in the Agreement.

JBNQA, Sch. 1
A. corr.

Annex 2

Definitions

1) The word “Council” means the council of each public corporation.

2) The word “municipality” shall mean a public corporation as established herein.

3) The words “territory of the municipality” shall mean the territory under the jurisdiction of a public corporation.

4) The word “ratepayer” shall mean the members of the corporation and the residents.

5) The words “person entered on the valuation roll” shall mean the members of the corporation and the residents.

6) The words “person entered on the electoral list” or “electors” shall mean the members of the corporation and the residents.

7) The words “property owner, occupant, tenant” shall mean the members of the corporation and the residents.

8) The word “Minister” shall mean the Minister of Municipal Affairs.

SECTION 11

Cree Governance on Category II Lands

11.1 Definitions

For the purposes of this Section, the following words and phrases shall mean:

11.1.1 "**Governance Agreement**": the *Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the gouvernement du Québec concluded on July 24, 2012.

compl. A. n° 24, s. 1

11.1.2 "**Regional Government**": the Eeyou Istchee James Bay Regional Government contemplated in section 76 of the Governance Agreement.

compl. A. n° 24, s. 1

11.2 Cree Nation Government

11.2.1 The members of the public corporations incorporated under the names of the "Corporation of Great Whale River", the "Corporation of Fort George", the "Corporation of Rupert House", the "Corporation of Paint Hills", the "Corporation of Nemiscau", the "Corporation of Eastmain", the "Corporation of Waswanipi", the "Corporation of Mistassini" and the "Corporation of Oujé-Bougoumou" (hereinafter referred to as the "community corporations") as well as the corporations themselves, are already constituted collectively as a public corporation under Québec law under the name of the "Cree Regional Authority", which shall continue to exist as the same legal person, henceforth designated under the name of "Eeyou Tapayatachesoo" in Cree, "Cree Nation Government" in English and "Gouvernement de la nation crie" in French.

compl. A. n° 24, s. 1

11.2.2 The Cree Nation Government is a legal person established in the public interest within the meaning of the *Civil Code of Québec* (S.Q. 1991, chapter 64); in addition to the general powers of such a legal person, it shall have such special powers as are assigned to it in this Section.

compl. A. n° 24, s. 1

11.2.3 The head office of the Cree Nation Government shall be within the boundaries of the Category I lands allocated for the James Bay Crees pursuant to the provisions of Section 4 of this Agreement.

compl. A. n° 24, s. 1

11.2.4 The powers of the Cree Nation Government shall be exercised by a council which shall consist of the chairman and the vice-chairman of the Cree Nation Government and of the chief councillor of each of the said community corporations as well as one other member from each of the said corporations.

compl. A. n° 24, s. 1

11.2.5 The Cree Nation Government shall have the following powers:

a) to give a valid consent, on behalf of the James Bay Crees, where such consent is required pursuant to this Agreement;

b) to appoint representatives of the Crees to all structures, bodies and entities established pursuant to this Agreement.

compl. A. n° 24, s. 1

11.2.6 In addition to the above powers, the Cree Nation Government may also be empowered to coordinate and administer all programs on Category I lands of the James Bay Crees if said coordination and administration are delegated to it by one or more of the Cree bands contemplated in Section 9 of this Agreement or by one of the said Cree community corporations.

compl. A. n° 24, s. 1

11.2.7 The Cree Nation Government shall be represented and its affairs shall be administered by the council contemplated in paragraph 11.2.4.

compl. A. n° 24, s. 1

11.2.8 The council of the Cree Nation Government may make by-laws in respect to subject matters falling within its jurisdiction.

compl. A. n° 24, s. 1

11.3 Jurisdictions, Functions and Powers

11.3.1 The Cree Nation Government may exercise jurisdictions, functions and powers, and shall, if applicable, assume the obligations related thereto, over Category II lands under Québec laws with respect to:

a) municipal and regional management, management of natural resources and management of land, as provided for in this Section;

b) any other matter that may be agreed from time to time by the Cree Nation Government and Québec.

compl. A. n° 24, s. 1

11.3.2 The Cree Nation Government shall not exercise jurisdictions, functions and powers on Category II lands located north of the 55th parallel, unless an agreement to this effect is reached between the Crees and Makivik Corporation or, as the case may be, the Kativik Regional Government and such agreement is approved by Québec.

compl. A. n° 24, s. 1

11.3.3 Subject to the provisions of this Agreement, the jurisdictions, functions and powers that are attributed to the Cree Nation Government on Category II lands shall be exercised without discrimination, including between the Crees and other citizens.

compl. A. n° 24, s. 1

A. Municipal Management

11.3.4 In the field of municipal management, the Cree Nation Government may exercise, with respect to Category II lands the jurisdictions, functions and powers attributed to a municipality pursuant to the *Cities and Towns Act* (chapter C-19) and the other laws applicable to such a municipality.It may also exercise the jurisdictions, functions and powers attributed as of July 24, 2012 to the Municipalité de Baie-James and the James Bay Regional Zone Council in respect of Category II lands pursuant to, as the case may be and without limitation, the *James Bay Region Development and Municipal Organization Act* (chapter D-8.2), Section 11B of this Agreement and the *Act respecting the James Bay Regional Zone Council* (chapter C59.1), in their form as of July 24, 2012.

compl. A. n° 24, s. 1

11.3.5 The Cree Nation Government may, by resolution, declare with respect to all or any part of Category II lands that it shall exercise any of the jurisdictions, powers and functions attributed from time

to time by the law to a regional county municipality ("MRC") within the meaning of the *Act respecting Municipal territorial organization* (chapter O-9) or successor body pursuant to the laws of Québec.

In particular, the Cree Nation Government may exercise such jurisdictions, powers and functions with respect to the planning of land use and development in the territory, as provided for in the *Act respecting land use planning and development* (chapter A-19.1) or any successor legislation, including the development of a land use and development plan, a strategic vision for economic, social, cultural and environmental development and the other elements pertinent for the planning exercise provided for in such legislation. Such land use and development plan and strategic vision shall be consistent with the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec.

In cases where adaptations are required regarding the exercise of the jurisdiction concerned to take into account the context of Category II lands and the institutional capacity of the Cree Nation Government, they shall be the object of a prior agreement between the Cree Nation Government and Québec.

compl. A. n° 24, s. 1

11.3.6 The same planning conditions and process as set forth in sections 28 to 43 of the Governance Agreement shall apply, with such modifications as the circumstances may require, to the regional land use and development plan prepared by the Cree Nation Government pursuant to the second sub-paragraph of paragraph 11.3.5 provided that such plan shall not be subject to consultations with the Regional Government.

compl. A. n° 24, s. 1

11.3.7 The Cree Nation Government may, in the same manner as provided for in paragraph 11.3.5, exercise the powers of an MRC with respect to the promotion of local development and entrepreneurial support within Category I lands and Category II lands and with respect to the residents thereof. To that end, the Cree Nation Government may, more particularly, formulate, in keeping with the policies, principles and objectives determined by the Cree Nation Government in consultation with the Cree communities, a strategy for the development of entrepreneurship, including social economy entrepreneurship.

compl. A. n° 24, s. 1

11.3.8 In the special context of Category II lands and the institutional capacity of the Crees, the Cree Nation Government may, at its option, exercise the powers mentioned in paragraph 11.3.7 or entrust them to another body that it may constitute under the name "Local Development Centre" ("CLD") as contemplated in the *Act respecting the Ministère du Développement économique, de l'Innovation et de l'Exportation* (chapter M-30.01). It may also designate an existing body as a CLD.

The entity exercising such functions and powers may collaborate with another CLD in order to support entrepreneurs in carrying out projects on Category III lands, subject to the approval of such projects by the Regional Government.

compl. A. n° 24, s. 1

11.3.9 The Cree Nation Government may also assume itself or assign to the CLD a mandate stemming from a power conferred on it by law or from an agreement with Québec or one of its ministers or bodies.

compl. A. n° 24, s. 1

B. Regional Conference of Elected Officers (CRÉ-CNG)

11.3.10 The Cree Nation Government shall be deemed to act as a Regional Conference of Elected Officers ("CRÉ"), as provided for in Québec laws, for the Crees and with respect to Category I lands and Category II lands.

compl. A. n° 24, s. 1

11.3.11 The Cree Nation Government, in consultation with the Cree communities, may exercise all the powers and have all the responsibilities of a CRÉ and a regional land and natural resource commission ("CRRNT"), as provided for in Québec laws, including the *Act respecting the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire* (chapter M-22.1).

In this regard, the Cree Nation Government may, in particular, prepare a regional land and resource use plan, which shall have at least the same scope as the regional plan for integrated land and resource development contemplated in the *Act respecting the Ministère des Affaires municipales, des Régions et de l'Occupation du territoire* or any other planning document of the same nature successor thereto.

compl. A. n° 24, s. 1

11.3.12 The Cree Nation Government shall exercise its jurisdictions, functions and powers taking into account the following:

a) the policies, principles and objectives to be determined by the Cree Nation Government in consultation with the Cree communities and with the concurrence of Québec;

b) the special vocation of Category II lands for the Crees under this Agreement; and

c) the status of Category II lands as lands in the domain of the State, subject to the provisions of this Agreement, including Sections 5 and 24, concerning, in particular, public access to lands in the domain of the State and free circulation, having due regard to Cree harvesting rights and land use and occupation on Category II lands.

compl. A. n° 24, s. 1

C. Planning Process

11.3.13 The Cree Nation Government shall prepare the regional land and resource use plan for Category II lands mentioned in the second subparagraph of paragraph 11.3.11 in accordance with the process set forth in sections 28 to 43 of the Governance Agreement.

compl. A. n° 24, s. 1

D. Lands and Resources

Public Land Use Plan

11.3.14 With respect to Category II lands, the Cree Nation Government shall be invited to participate in the preparation of the proposed Public Land Use Plan ("PATP") mentioned in Division III of Chapter II of the *Act respecting the lands in the domain of the State* (chapter T-8.1) or any other planning document of the same nature successor thereto, or any amendment or revision thereof, in accordance with the process set forth in sections 54 to 63 of the Governance Agreement.

compl. A. n° 24, s. 1

Management Powers

11.3.15 Subject to negotiation with the ministre des Ressources naturelles in order to determine the terms and conditions to be set forth in a specific nation-to-nation agreement to be concluded by the Cree Nation Government and Québec, the Cree Nation Government may assume and exercise, on all or such

parts of Category II lands as the Cree Nation Government may recommend, powers of land and forestry management:

a) set forth in any program or policy of Québec in force from time to time, including those in force on July 24, 2012;

b) attributable to an MRC or local municipality elsewhere in Québec from time to time under Québec laws and policies; and

c) respecting such other matters as may be agreed by the Cree Nation Government and Québec from time to time.

This specific agreement may provide for, among other things, technical and financial support to the Cree Nation Government as well as adaptations to take into account the context of Category II lands and the institutional capacity of the Cree Nation Government.

compl. A. n° 24, s. 1

11.3.16 In the event that Québec undertakes to entrust to a Native band council, a municipality, a legal person or another body, other than a body or enterprise of the gouvernement du Québec as defined in the *Financial Administration Act* (chapter A-6.001), any resource management jurisdiction, function or power, other than those mentioned in paragraph 11.3.15, and provided for in any program, policy or statutory provision of Québec in force from time to time, including those in force on July 24, 2012, then the Cree Nation Government and Québec shall undertake negotiations with a view to the assumption and exercise by the Cree Nation Government of such jurisdictions, functions and powers on Category II lands in accordance with terms and conditions at least as favourable and a schedule at least as rapid as those granted to any such other entity, taking into account the adaptations necessary in the context of Category II lands.

These terms and conditions shall be set forth in a specific nation-to-nation agreement between the Cree Nation Government and Québec that may provide for, among other things, technical and financial support for the Cree Nation Government.

compl. A. n° 24, s. 1

E. Funding Arrangements

11.3.17 Québec shall fund the Cree Nation Government in accordance with fiveyear funding agreements. The Cree Nation Government and Québec shall negotiate and agree on five-year funding arrangements, taking into account, among other things:

a) the evolution of the governance jurisdictions, functions and powers of the Cree Nation Government with respect to its operations on Category II lands;

b) the needs and the revenue generating capacity of the Cree Nation Government with respect to its exercise of its governance jurisdictions, functions and powers on Category II lands;

c) the remoteness and expanse of Category II lands;

d) the level of funding provided in the immediately preceding five-year period;

e) northern cost structures; and

f) other related factors.

compl. A. n° 24, s. 1

11.4 Final Provisions

11.4.1 The provisions of this Section can only be amended with the consent of Québec and the Cree Native Party.

compl. A. n° 24, s. 1

11.4.2 The legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec."

compl. A. n° 24, s. 1

SECTION 11A

Cree Regional Authority

(Chapter 11A of the JBNQA was replaced by section 1 of Complementary Agreement no. 24.)

11A.0.1 The members of the public corporations incorporated under the names of the "Corporation of Great Whale", the "Corporation of Fort George", the "Corporation of Rupert House", the "Corporation of Paint Hills", the "Corporation of Nemiscau", the "Corporation of Eastmain", the "Corporation of Waswanipi", the "Corporation of Mistassini" and the "Corporation of Oujé-Bougoumou" (hereinafter referred to as the community corporations) as well as the corporations themselves shall be a public corporation under Québec law under the name of the Cree Regional Authority.

JBNQA, par. 11A.0.1
Compl. A. no. 22, sch. 3, s. 3

11A.0.2 The said Cree Regional Authority shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it in this Section.

11A.0.3 The corporate seat of such Cree Regional Authority shall be within the Category I lands allocated for the James Bay Crees pursuant to the provisions of Section 4 of the Agreement.

11A.0.4 The powers of the Cree Regional Authority shall be exercised by a council which shall consist of the chief councillor of each of the said community corporations as well as one other member from each of the said corporations.

11A.0.5 The Cree Regional Authority shall have the following powers:

a) the appointment of Cree representatives on the James Bay Regional Zone Council;

b) the appointment of representatives of the Crees on all other structures, bodies and entities established pursuant to the Agreement;

c) to give a valid consent, when required under the Agreement, on behalf of the James Bay Crees.

JBNQA, par. 11A.0.5
A. corr.

11A.0.6 In addition to the above powers, the said Cree Regional Authority may also be empowered to coordinate and administer all programs on Category I lands of the James Bay Crees if said coordination and administration are delegated to it by one or more of the Cree bands or the corporations which may be established pursuant to Section 9 of the Agreement or by one of the said Cree community corporations.

11A.0.7 The Cree Regional Authority shall be represented and its affairs shall be administered by its said council.

11A.0.8 The council of the Cree Regional Authority may make corporate by-laws in respect to subject-matters falling within its jurisdiction.

11A.0.9 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SECTION 11B

James Bay Regional Zone Council

(Chapter 11B of the JBNQA was replaced by section 1 of Complementary Agreement no. 24.)

11B.0.1 Definitions: For the purpose of this Section, the following words and phrases shall mean:

1.1 “James Bay Municipality” means the municipality constituted in virtue of the James Bay Region Development Act, L.Q., 1971, c. 34.

1.2 “Category II” means all of Category II lands of the Territory described in Section 4 and included within the territorial limits of the James Bay Municipality.

1.3 “Cree Regional Authority” means the Regional Authority constituted pursuant to Section 11A.

1.4 “James Bay Regional Zone Council” means the moral person created by special provincial legislation for the purpose of municipal administration over Category II lands located within the James Bay Municipality.

JBNQA, par. 11B.0.1
A. corr.

11B.0.2 There shall be established by special provincial legislation the James Bay Regional Zone Council which shall exercise the powers of the James Bay Municipality over Category II lands in accordance with the following provisions.

11B.0.3 The affairs of the James Bay Regional Zone Council shall be administered by a council of six persons, three of whom shall be appointed by and shall represent the Cree Regional Authority and three of whom shall be appointed by and represent the James Bay Municipality.

11B.0.4 The James Bay Regional Zone Council shall exercise its municipal powers in accordance with the provisions of the James Bay Region Development Act and, except as hereinafter provided, shall be deemed to have been delegated all the municipal powers of the James Bay Municipality in respect to Category II lands within the meaning of Section 36 of the James Bay Region Development Act.

11B.0.5 Each member of the James Bay Regional Zone Council shall be appointed for a term of office of two years, unless such member is replaced prior thereto by the body that appointed the replaced member.

11B.0.6 The proceedings of the James Bay Regional Zone Council shall be similar to those authorized for municipal councils under the Cities and Towns Act, subject to the special provisions set forth below.

11B.0.7 For the exercising of municipal powers, administrative officers may be appointed under the control and authority of the James Bay Municipality subject to budget appropriation and such administrative officers may be nominated by the Cree Regional Authority or by the James Bay Municipality. Such officers shall in any event be employees of the James Bay Municipality.

11B.0.8 The James Bay Regional Zone Council shall have the right to enact by-laws concerning all matters contemplated by the Cities and Towns Act subject to appropriate action by the James Bay Municipality and to the provisions of the James Bay Region Development Act.

11B.0.9 The by-laws enacted by the James Bay Regional Zone Council shall not come into force until they are ratified by the James Bay Municipality and approved by the Lieutenant-Governor in Council.

11B.0.10 In the event that the James Bay Municipality refuses to ratify a by-law enacted by the James Bay Regional Zone Council, the James Bay Municipality shall be obliged to notify the James Bay Regional Zone Council in writing giving the reasons for the refusal to ratify.

11B.0.11 In the event that the James Bay Municipality should refuse to ratify only part of a by-law enacted by the James Bay Regional Zone Council, the James Bay Municipality shall be obliged to notify the James Bay Regional Zone Council in writing specifying which part of the said by-law has not been ratified and the reasons for such refusal to ratify.

11B.0.12 In the event that the James Bay Municipality shall refuse of ratify the whole or any part of a by-law, the James Bay Regional Zone Council may, by a majority vote, enact another by-law on the same subject.

11B.0.13 In the event that the James Bay Municipality does not submit to the James Bay Regional Zone Council written notice of its decision not to ratify, within a delay of ninety days from the date of receipt by the James Bay Municipality of the said by-law of the James Bay Regional Zone Council, then it shall be deemed that the said by-law has been ratified by the James Bay Municipality and it shall be then submitted within thirty days by the James Bay Municipality to the Lieutenant-Governor in Council for decision.

11B.0.14 Subject to the provisions of this Section, the James Bay Municipality shall not be entitled to enact any by-law relating to Category II lands unless the James Bay Regional Zone Council has first been requested to enact a by-law on the subject which the James Bay Municipality wishes to regulate. Within ninety days of being requested to do so, the James Bay Regional Zone Council shall enact the by-law on the subject requested by the James Bay Municipality. Should the James Bay Regional Zone Council be unable to agree upon the enactment of the requested by-law, or if it enacts such a by-law which has subsequently not been ratified by the James Bay Municipality, then the James Bay Municipality may enact a by-law on such matter and the Cree Regional Authority shall be given the opportunity to submit its comments on the by-law thus enacted by the James Bay Municipality prior to a decision on same by the Lieutenant-Governor in Council.

11B.0.15 Every by-law enacted by the James Bay Municipality pursuant to the provisions of the preceding paragraph shall not come into effect until such by-law has been approved by the Lieutenant-Governor in Council.

11B.0.16 Notwithstanding anything herein, nothing in this Section shall be construed as giving either the James Bay Regional Zone Council or the James Bay Municipality a jurisdiction or authority with respect to hunting, fishing and trapping or with respect to the Hunting, Fishing and Trapping Regime established in accordance with Section 24 of the Agreement.

11B.0.17 The budget of the James Bay Regional Zone Council shall be subject to the approval of the James Bay Municipality and the Lieutenant-Governor in Council on an annual basis and the funding for the administration of the James Bay Regional Zone Council shall be provided by the James Bay Municipality subject to budget appropriations.

11B.0.18 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SECTION 12

Local Government North of the 55th Parallel

12.0.1 Québec undertakes to submit to the National Assembly, upon the coming into force of the Agreement, bills incorporated the provisions of Schedules 1 and 2 of this Section.

12.0.2 Nothing in this Section shall be interpreted as dispensing the local government from having to obtain any permits, licences or authorizations required by law.

12.0.3 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

12.0.4 Schedules 1 and 2 of this Section shall not form part of the legislation to be submitted to Parliament and to the National Assembly for the purpose of giving effect to the Agreement.

Annex 1

1. Each of the territories of Great Whale River, Inukjuaq, Povungnituk, Cape Smith, Ivujivik, Sugluk, Wakeham Bay, Koartac, Payne Bay, Aupaluk, Leaf Bay, Fort Chimo and George River shall be incorporated under Article 12 of Schedule 2 of this Section as municipalities under the names of “The Municipality of Great Whale River”, “The Municipality of Inukjuaq”, “The Municipality of Povungnituk”, “The Municipality of Cape Smith”, “The Municipality of Ivujivik”, “The Municipality of Sugluk”, “The Municipality of Wakeham Bay”, “The Municipality of Koartac”, “The Municipality of Payne Bay”, “The Municipality of Aupaluk”, “The Municipality of Leaf Bay”, “The Municipality of Fort Chimo” and “The Municipality of George River”.

JBNQA, Sch. 1
A. corr.

Annex 2

Act respecting certain municipalities and the Regional Government of Northern Québec

1. This act may be cited as the Kativik Act (Part 1).

Preliminary Title

Declaratory and interpretative provisions

2. In this act, unless the context indicates or declares otherwise, the following expressions, terms and words shall have the following meaning:

(1) the expression “Regional Government” means the regional government for the territory contemplated by Schedule 2 of Section 13 of the Agreement;

(2) the expression “regional councillor” means the councillor elected to represent the municipal corporation in the Regional Government;

(3) the word “elector” means a person having the right to vote at a municipal election;

(4) the expression “officer or employee of the municipal corporation” means any officer or employee of the municipal corporation, with the exception of the members of the council;

(5) the word “tenant” means any person who is bound to pay rent in money or to give part of the fruits or revenues of the immoveable which he occupies, and who is resident householder, saving the case of the lessee of a store, shop, office or place of business;

(6) the expression “member of the council” means and includes the mayor or any of the councillors of the municipal corporation;

(7) the word “Minister” means the Minister of Municipal Affairs;

(8) the word “municipality” means a territory erected for the purpose of municipal administration;

(9) the word “ordinance” means an enactment of the Regional Government which shall apply within the municipalities, save where expressly provided otherwise;

(10) the word “by-law” means an enactment of the council of a municipal corporation or of the Regional Government acting as a municipal corporation under article 14 of Schedule 2 of Section 13 of the Agreement;

(11) the word “sitting”, used alone, means either an ordinary or general sitting, or a special sitting of the council;

(12) the expression “municipal services” means water, sewage, fire protection, recreation, cultural activities, roads, garbage removal and disposal, lighting, heating, power, and snow removal services supplied by a municipal corporation.

3. For the purposes of this act, the population of a municipality shall be that shown in the last census recognized as valid for such purposes by an order of the Lieutenant-Governor in Council published in the *Québec Official Gazette*.

The Lieutenant-Governor in Council may authorize the municipal corporation or the Regional Government to undertake the required census.

4. Error or insufficiency in the designation of any municipality in any municipal document executed by a council, its officers or any other person, or in the declaration of the quality of such officer or person, provided no surprise or injustice result therefrom, shall not render such act null.

5. No suit, defence or exception, founded upon the omission of any formality, even imperative, in any act of the council or of a municipal officer, shall prevail, unless the omission has caused actual prejudice or it be of a formality whose omission, according to the provisions of the law, would render null the proceeding from which it was omitted.

6. When an oath is required, it is taken before any person authorized by law to administer it.

7. Whenever any deposition or information is required to be given under oath, on behalf of any municipal corporation, such deposition or information may be given by any member of the council or officer of the municipal corporation authorized by a resolution of the council.

8. The language of communication of the municipal corporation shall be in accordance with the laws of general application in Québec; in addition, every person may address the municipal corporation in Inuttituut and the municipal corporation shall ensure that such person can obtain available services from and can communicate with it in Inuttituut; and, in the sittings of the council, whoever has a right to be heard may use Inuttituut at his option.

The council shall have the right to make copies of the books, records, notices and proceedings of the municipal corporation in Inuttituut.

Title I: Organization of Municipal Corporation

Chapter I – Constitution of the Corporation

9. The inhabitants and ratepayers of every municipality erected under this Act form a corporation under the name of “The Corporation of (insert name)”.

10. The Lieutenant-Governor may, on a resolution passed by any municipal corporation, for reasons deemed advantageous, change the name of such municipal corporation.

Such change of name does not affect the rights or responsibilities of the municipal corporation or of any other person, and comes into force after publication in the *Québec Official Gazette* of a notice signed by the mayor and the secretary-treasurer, and reciting the order-in-council ordering the change of name of the municipal corporation.

After adoption of such resolution, public notice must be given that, within thirty days of the said notice, the municipal corporation will transmit its application to the Lieutenant-Governor, and that those who have reasons to invoke against such application must, before the expiration of the said thirty days, communicate same to the Minister of Municipal Affairs.

11. Every municipal corporation, under its corporate name, has perpetual succession, and may:

(1) Acquire all moveable and immoveable property required for municipal purposes, by purchase, donation, legacy or otherwise, erect and maintain on said immoveable property a public hall and all other buildings which it may require for municipal purposes and dispose thereof by onerous title, by auction, by public tenders, or in any other manner approved by the Québec Municipal Commission, when not further required;

(2) Purchase for cash or otherwise acquire, for the use of the municipal corporation, lands situated outside the boundaries of the municipality; such lands, however, shall not form part of the municipality acquiring them; but shall remain part of the municipality in which they are situated;

(3) Enter into contracts, bind and oblige itself, and bind and oblige others to itself, and transact within the limits of its powers;

(4) Sue and be sued in any cause, before any court;

(5) Exercise all the powers in general vested in it, or which are necessary for the accomplishment of the duties imposed upon it;

(6) Assist in the undertaking and furtherance, in the municipality and elsewhere, of works of charity, education, scientific, artistic or literary culture, youth training, and generally of any social welfare enterprise of the population;

(7) Assist in the organization of recreational guidance centres and public places for sports and amusements;

(8) Found and maintain bodies for industrial, commercial or tourist promotion or assist in their foundation and maintenance;

(9) Have a seal, the use of which, however, is not obligatory.

Chapter II – Erection and boundaries of municipalities

12. Notwithstanding any other dispositions of law erecting municipalities, the Lieutenant-Governor in Council may, by proclamation, at the request of any interested party, erect municipalities under this act or annex to a municipality any contiguous territory not already erected into a municipality.

To this effect, and after consultation with the Regional Government and any other interested party, the Minister of Municipal Affairs shall submit his recommendations to the Lieutenant-Governor in Council.

Title II: Municipal Councils and Officers

Chapter I – Qualification for Municipal Office

13. (1) Every physical person of full age and Canadian citizenship who is not legally disqualified may be nominated, elected or appointed a member of the council of the municipal corporation if he has been domiciled or ordinarily resident in such municipality for at least thirty-six months.

(2) In any newly formed municipality, the Lieutenant-Governor in Council may establish the criteria of domicile and residence to be applied during the thirty-six months following the date of erection.

14. The following persons shall not be nominated for, elected or appointed a member of the council:

(1) Persons mentioned in paragraphs (3), (4) and (5) of Section 123 of the Cities and Towns Act;

(2) Municipal officers and officers of the Regional Government;

(3) Subject to the provisions of article 91, any person who has, directly or indirectly, by himself or his partner, any contract with the municipal corporation unless the description of all such contracts has been publicly posted in the office of the municipal corporation at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. Acceptance of or application for municipal services available to ratepayers according to a fixed tariff shall not be deemed

to be a contract with the municipal corporation. Nevertheless, a shareholder or member in any incorporated company which has any contract or agreement with the municipal corporation or which receives any grant or subsidy therefrom shall not be disqualified from acting as a member of the council; but he shall be deemed to be interested if any discussion should arise before the council or a committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or the local Inuit Community Corporations to be formed or one of their subsidiaries, in which case he shall only be deemed to be interested if he is an officer or director of such corporations;

(4) Whosoever has not paid all his municipal dues, with the exception of such amounts as remain to be paid owing to involuntary error or omission; nevertheless, the holder or occupant of a municipal office, whichever it be, shall not become disqualified to occupy it on account of not having, during his term of office, paid all his municipal dues within the delay fixed by article 187 provided he pays them within thirty days of such delay;

(5) Any person convicted of an act punishable under a law of the Parliament of Canada or of the National Assembly of Québec by imprisonment for one year or more. Such disqualification shall continue for three years after the term of imprisonment fixed by the sentence and, if only a fine was imposed or the sentence is suspended, for three years from the date of such condemnation;

(6) Any person convicted of an indictable offence punishable by imprisonment for five years or more after having previously been convicted of two indictable offences so punishable; such disqualification shall continue for ten years after the term of imprisonment fixed by the sentence and, if only a fine is imposed or the sentence is suspended, for ten years from the date of the conviction;

(7) Whenever the office of mayor or councillor is in question,

(a) any persons who are responsible for moneys belonging to the municipal corporation, or

(b) who are sureties for any employee of the council or

(c) who receive any pecuniary allowance or other consideration from the municipal corporation for their services, otherwise then under a legislative provision, save, in the case of (c), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the municipal corporation at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office.

15. No person may act as mayor or councillor nor hold any other municipal office unless he is eligible and possesses at all times the qualification required by law.

Chapter II – Councils, Mayors, Councillors and Committees of the Council

Division 1 – General Provisions

16. The municipal corporation shall be represented and its affairs administered by its council. Such council is known and styled by the name of: “The municipal council of (insert name of municipality)”.

17. The council has jurisdiction throughout the entire extent of the municipality whose municipal corporation it represents, and beyond boundaries of the municipality in special cases when more ample authority is conferred upon it.

Its orders, within the scope of its powers, are obligatory for persons subject to its jurisdiction.

18. The council must directly exercise the powers conferred upon it by this act; it cannot delegate them, except for the provisions of article 19.

Nevertheless it may appoint committees composed of as many of its members as it deems advisable, with power to examine and study any question. In such case the committees must render account by report but no report of a committee has any effect until it has been adopted by the council at a regular sitting.

19. The council may, by by-law, enter into an agreement with the Regional Government, with the approbation of the Minister of Municipal Affairs, to delegate to the Regional Government the exercise and administration of those municipal services that the council so determines.

The period of time covered by such by-law shall be two years and is renewable.

20. By-laws, resolutions and other municipal enactments must be passed by the council in session.

21. The office of the secretary-treasurer shall be established in the place where the sittings of the council are held, or in any other place fixed by resolution of the council.

22. No vote given by a person illegally holding office as member of the council and no act in which in such capacity he has participated can be set aside, with respect to persons who have acted in good faith, solely by reason of the illegal exercise of such office.

Division 2 – Composition of the council

23. (1) The council shall be composed of a mayor and of not less than two or more than six councillors elected by the electors every two years or appointed in the manner hereinafter set forth.

(2) The head of the council is called the “mayor”; he is ex officio a justice of the peace. The mayor shall be elected by the majority of the electors who have voted.

(3) The seat of each councillor is designated by a number. The councillor occupying seat number 1 is the representative of the municipal corporation in the Regional Government. For election purposes, seat number 1 shall be so identified on the ballot paper and shall be accompanied by the term “Regional Councillor”. The candidate obtaining the majority of the votes cast for this seat shall be declared elected.

(4) The other seats shall be filled by the candidates gaining the most votes.

(5) At the first meeting of the council after the election, seats number 2 and following shall be attributed to each councillor by drawing of lots.

(6) The number of councillors shall be established from time to time in each municipality by by-law of the council approved by the majority of the electors whose names appear on the election list in force and used at the last municipal election. In any newly formed municipality, the number of councillors shall be established by the majority vote of the inhabitants in each community in the manner approved by the Minister.

24. No person can discharge the duties of mayor or councillor until he has taken the oath of office. An entry of the taking of the oath is made in the minute book of the municipal corporation.

25. The term of office of the mayor shall expire when the new mayor is sworn in; that of a councillor at the opening of the first general or special meeting of the council held after the general election.

26. The council may, at any time, appoint one of the councillors as acting mayor who, in the absence of the mayor or when the office is vacant, discharges the duties of the mayoralty, with all the privileges and rights, and subject to all the obligations thereunto attached.

27. The mayor shall exercise the right of superintendance, investigation and control over all the departments and officers of the municipal corporation, and especially shall see that the revenue of the municipal corporation is collected and expended according to law and that the provisions of the law and all by-laws of the council are faithfully and impartially enforced. He shall lay before the council such proposals as he may deem necessary or advisable and shall communicate to the council all information and suggestions relating to the

improvement of the finances, police, health, security, cleanliness, comfort and progress of the municipal corporation.

In the exercise of his functions as the executive head of the municipal administration, the mayor shall have the right, at any time, to suspend any officer or employee of the municipal corporation, but he shall report to the council at the first sitting following such suspension, and state in writing the reasons therefor; the suspended officer or employee shall receive no salary for the time during which he is suspended, unless the council decides otherwise respecting such suspension and the suspension shall only be valid until such sitting.

28. The mayor signs, seals and executes, in the name of the municipal corporation, all by-laws, resolutions, obligations, contracts, agreements or deeds made and passed or ordered by the municipal corporation which are presented to him for his signature after adoption by the council. If the mayor refuses to approve and sign same, the secretary-treasurer submits them again for the consideration of the council at the next sitting. If a majority of the members of the council again approve such by-laws, resolutions, obligations, contracts, agreements or deeds, they are legal and valid as though they had been approved and signed by the mayor, notwithstanding his refusal.

29. (1) The municipal corporation shall pay to the mayor, as remuneration for all his services in every capacity to the municipal corporation a minimum annual sum computed according to the population of the municipality at the rate of $0.40 per inhabitant. Nevertheless the mayor shall in no case so receive an annual sum of less than $400.

(2) The municipal corporation shall pay for the same purposes to each councillor a minimum annual sum computed according to the population of the municipality at the rate of $0.20 per inhabitant. Nevertheless a councillor shall in no case so receive an annual sum of less than $200.

(3) The council shall determine by resolution the terms of payment of such sums.

(4) The council may also authorize the payment of the expenses actually incurred by a member of the council on behalf of the municipal corporation provided that they have been authorized by resolution of the council.

(5) No other remuneration, allowance or benefit shall be paid to a mayor or councillor unless it has been authorized by a by-law passed by the vote of two-thirds of the members of the council and submitted for approval to the electors. Approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission shall not be required.

Chapter III – Municipal Officers

Division I – General Provisions

30. (1) Every municipal corporation must have an officer entrusted with the care of its office and archives and such officer is designated by the name of “secretary-treasurer”.

(2) In any newly formed municipality, the secretary-treasurer must be appointed by the municipal corporation within thirty days after the entry into office of the majority of the members of the new council.

(3) If the office of secretary-treasurer becomes vacant, such vacancy must be filled by the council within a delay of thirty days.

31. In addition to the secretary-treasurer, whom it is bound to appoint, the municipal corporation may, to secure the execution of its by-laws and of the requirements of law, appoint all other officers, and dismiss and replace them.

Every appointment or dismissal of a municipal officer made by the municipal corporation is decided by a resolution which should be communicated without delay by the secretary-treasurer to the person therein referred to.

32. Before entering upon his duties, every municipal officer is bound to take an oath of office. On his failure to do so, he shall be considered to have refused to discharge the duties of the office to which he has been appointed.

33. No act, duty, writing or proceedings executed in his official capacity by a municipal officer who holds office illegally can be set aside solely on the ground of his so holding such office illegally.

34. The municipal corporation is responsible for the acts of its officers in the performance of the duties for which they are employed as well as for damages resulting from their refusal to discharge or their negligence in discharging their duties, saving its recourse against such officers, the whole without prejudice to a recourse in damages against the officers by those who have suffered damages.

35. Every municipal officer must give an accurate report in writing to the municipal corporation or to any authorized person in such manner as the council may determine, upon all matters connected with his duties, and render an account of the moneys collected by him and of those which he has disbursed for the municipal corporation and under its control, indicating the objects for which such moneys were so collected or disbursed.

During the month of January in each year, or more often if required by the council, the secretary-treasurer must render a detailed account of his receipts and expenditures from all sources for the year ended on the thirty-first of December preceeding.

36. The municipal corporation may by by-law establish a tariff of fees payable to municipal officers for their services, whether by the persons who have applied for them or by those on whose accounts they are rendered, or by the municipal corporation, in cases in which such fees have not been fixed by law.

Every tariff made under this article shall be posted up in a conspicuous place in the office of the municipal corporation.

Division 2 – The Secretary-treasurer

37. The secretary-treasurer is the custodian of all the books, registers, plans, maps, archives and other documents and papers which are either the property of the municipal corporation or are deposited, filed and preserved in the office of the municipal corporation. He cannot divest himself of the custody of such archives, except with the permission of the council, or under the authority of a court.

38. The council may require of any person employed by it as secretary-treasurer such security as it may deem necessary.

Such security shall be a guarantee of the faithful performance of the duties of such person; of his accounting for and paying over all public and other moneys entrusted to him or under his control to the persons authorized or entitled to receive the same; of his faithful performance of the obligations imposed upon him; and of the payment of the damages occasioned to any person through his negligence, misconduct or malversation.

39. The secretary-treasurer must attend every sitting of the council and draw up minutes of all the acts and proceedings thereof in a register kept for that purpose and called “The minute-book of the council”.

All minutes of a sitting of the council must be signed by the person presiding over the council and countersigned by the secretary-treasurer and be approved by the council at the same or at the following meeting, but the lack of such approval does not prevent the minute from making proof.

Whenever a by-law or a resolution is amended or repealed, mention must be made thereof in the margin of the minute-book opposite such by-law or resolution together with the date of its amendment or repeal.

40. The secretary-treasurer shall collect all moneys payable to the municipal corporation and, subject to all other legal provisions, shall deposit in any legally constituted bank, savings and credit union or trust company which may be designated by the council the moneys arising on municipal taxes or dues and all other moneys

belonging to the municipal corporation and shall allow them to remain there until they are employed for the purposes for which they were levied or received or until disposed of by the council.

All cheques issued and promissory notes executed by the municipal corporation must be signed jointly by the mayor and the secretary-treasurer or, in case of the absence or inability to act of the mayor or of a vacancy in the office of mayor, by any member of the council previously authorized so to do and by the secretary-treasurer.

41. The secretary-treasurer pays out of the funds of the municipal corporation all sums of money due by it whenever by resolution he is authorized so to do by the council.

42. (1) The secretary-treasurer is bound to keep books of account in which he enters, by order of date, the receipts and expenditures, mentioning the persons who have paid moneys into his hands or to whom he has made a payment.

(2) He must obtain and keep vouchers for all payments he has made for the municipal corporation, produce them for audit and inspection and file them amongst the archives of the municipal corporation.

(3) Such books shall be kept in the form prescribed or approved by the Minister of Municipal Affairs, or in accordance with the system established by the Lieutenant-Governor in Council.

43. The secretary-treasurer shall issue to any person applying therefor, upon payment of the fees determined by the council, copies of, or extracts from, any book, roll, register or other document which forms part of the archives.

44. Within sixty days from the end of any fiscal year of the municipal corporation, the secretary-treasurer shall transmit to the Minister of Municipal Affairs, in duplicate, a return showing, for the preceding calendar year:

(1) the name of the municipal corporation;

(2) the value of the property of the municipal corporation;

(3) the number of persons resident in the municipality;

(4) the number of persons paying taxes;

(5) the amount of taxes and all other sums collected within the year;

(6) the amount of arrears of taxes;

(7) the amount of subsidies and grants received within the year and their source;

(8) the amount raised by loan within the year and the amount of interest due upon such loans;

(9) all debts of the municipal corporation;

(10) the expenditures for salaries and other expenses of the municipal corporation and all other expenditures;

(11) the amount deposited at interest or invested by the municipal corporation; and

(12) any other statement which the Minister of Municipal Affairs may require.

Copy of such return shall be transmitted to the Regional Government.

The latter shall review such return to ensure that the requirements of this article are complied with before the said return is sent to the Minister of Municipal Affairs.

Title III: Municipal elections

Chapter 1 – Electors

45. Every person, commercial partnership or association entered on the electoral list in force and used at the poll and, in the case of a physical person, not affected during the preparation of the electoral list and at the time of voting by any disqualification contemplated by law, shall be entitled to vote at an election.

46. (1) Every physical person of full age and Canadian citizenship shall be entitled to be entered on the electoral list if he has been domiciled or ordinarily resident in the municipality for at least twelve months before the date of the election.

(2) Corporations, commercial partnerships and associations shall also be entered on the electoral list if they have had their head office or principal place of business in the municipality for at least twelve months before the date of the election.

They shall vote through a representative authorized for that purpose by a resolution of the board of directors, a copy whereof shall be filed at the office of the municipal corporation within thirty days from the date of publication of the election notice.

47. The Lieutenant-governor in Council may, for the twelve (12) months following the erection of a new municipality, modify the delay mentioned in paragraphs (1) and (2) of article 46.

Chapter 2 – Elections

Division 1 – Date of elections

48. The general election for mayor or councillors shall be held every two years on the first Wednesday of September.

In the case of a newly formed municipality, the first general election shall be held on the tenth Wednesday following the erection of such municipality.

Division 2 – Election officers and electoral list

49. The secretary-treasurer of the municipality shall be the presiding-officer for any election held under this act. The presiding-officer may appoint a deputy presiding-officer and as many election clerks as he deems fit to assist the presiding-officer in discharging his duties.

In the case of the first general election, the duties and obligations of the presiding-officer, shall be discharged by a person appointed by the majority of the inhabitants in each community in the manner approved by the Minister.

50. The presiding-officer shall prepare the list of electors in the municipality between the first of July and the following first of August, and shall, on the first of August, deposit the electoral list in the office of the municipal corporation for public reference.

During the period extending from the first to the fifteenth of August, the electoral list shall be revised by a board of revision composed of the presiding-officer and two persons entitled to be entered on the electoral list and appointed by him.

51. Any person, commercial partnership or association who believes that his name or that of any other person has been omitted from the list or wrongfully entered thereon may file in the office of the municipal corporation, between the first and the fifteenth of August, application in writing to have the name entered or struck off, as the case may be.

52. The board of revision shall consider the written application, hear the parties concerned and, if it deems necessary, take their evidence on oath.

The board of revision, by its final decision on each application, may confirm and revise the list. Every insertion, erasure from, or correction of the list shall be authenticated by the initials of the presiding-officer.

The electoral list shall come into force as soon as it has been prepared and revised in accordance with this act and shall be kept among the archives of the municipal corporation.

53. No informality in the preparation, completion, revision or putting into force of the list shall invalidate the same unless an actual injustice results therefrom.

Division 3 – Notice of election

54. On the first of July of the year in which the election is held, the presiding-officer shall, by public notice, publish:

(a) the place, day and hour fixed for the nomination of candidates;

(b) the day of the opening of the polls for taking the votes of the electors in case a poll is held; and

(c) the appointment of the deputy presiding-officer and of the election clerks.

The election period shall begin on the day of publication of the notice of the election and end, for each candidate for any office, on the day on which the presiding-officer declares the candidate for such office elected.

Division 4 – Nomination of candidates

55. The nomination of candidates for election shall be held on the last Wednesday of August between the hours of one and five o'clock in the afternoon.

56. Five electors qualified to vote and whose names are entered on the electoral list in force in the municipality may nominate a candidate for the office of mayor or councillor.

57. With each nomination paper there shall be filed a declaration by the candidate that he is a Canadian citizen and duly qualified, accompanied by the consent in writing of the person therein nominated.

58. If at the expiration of the delay fixed for the nomination of candidates for mayor or councillor only the number required for any one of the said offices be nominated, such candidates shall ipso facto be elected and the presiding-officer shall forthwith proclaim such candidates elected.

When several persons are nominated for each of the offices of mayor or regional councillor, or more than the number required are nominated for the other offices of councillor, the presiding officer shall announce that a poll will be held.

59. Any candidate nominated may withdraw at any time before the closing of the poll by filing with the presiding officer a declaration to that effect; and any votes cast for the candidate who has so withdrawn shall be null and void; and if after the withdrawal there remained but one candidate for each of the offices of mayor or regional councillor, or only the number required for the other offices of councillor, the presiding-officer shall return as duly elected the candidate so remaining.

60. (1) If at the expiration of the delay prescribed for the nomination of candidates no person has been nominated to fill an office or if the persons nominated are not sufficient in number to fill the offices or if all the persons nominated for any office have withdrawn before the close of the poll, the presiding officer shall immediately recommence the election proceedings to fill the offices for which a poll cannot be so held and give for such purpose the notice prescribed by article 54.

(2) The same shall apply if the nomination of candidates could not be held because the electoral list was not put in force in time, but in such case the presiding officer must see that the election proceedings already commenced are continued if they were validly made.

(3) The presiding-officer shall not recommence these election proceedings more than once.

Division 5 – Proceedings between nomination and poll

61. When a poll is necessary, the presiding-officer shall give a public notice thereof, establish a polling station and cause the necessary number of ballot boxes to be made. The ballot paper shall be a paper on which the names of the candidates, together with their syllabic transcription, are alphabetically arranged.

Division 6 – Voting

62. The poll shall be opened at the hour of nine o'clock in the forenoon and kept opened until six o'clock in the afternoon the same day. The council may, by by-law, fix a later hour than six o'clock in the afternoon, but not later than eight o'clock in the same day, for the closing of the poll.

63. In addition to the presiding-officer, the only persons who shall be permitted, during the time that the polling station is open, to remain in the room where the votes are given, shall be: the election officers, the candidates and not more than two duly appointed agents or representatives of the candidates.

64. An elector shall vote by secret ballot once for the election of the mayor, once for the election of the regional councillor and cast for the election of the other councillors as many votes as there are such offices to be filled.

65. The presiding-officer, upon the application of any voter who is unable to read or is incapacitated by any physical cause from voting in the manner prescribed, shall assist such elector by marking his ballot paper in the manner directed by such elector in the presence of the candidates or their agents or representatives.

66. The presiding-officer shall enter in the poll book opposite the name of each elector voting the word "voted" as soon as his ballot paper has been deposited in the ballot box.

67. Every employer on polling day must allow each elector in his employ at least four hours to vote beside the time usually allowed for the midday meal and shall make no deduction from the salary of such elector.

Division 7 – Close of the poll and proceedings thereafter

68. At six o'clock in the afternoon, or at the hour determined by the council under article 62, the poll and the voting shall be closed and the presiding-officer shall open the ballot boxes and proceed to count and draw up the list of the number of votes given for each candidate.

69. (1) As soon as the final result of the poll is known, the presiding-officer shall at once proclaim elected for the office of mayor or regional councillor the candidate who is found to have obtained the greatest number of votes and give public notice thereof.

(2) The presiding-officer shall also proclaim elected for the other offices of councillor the number of candidates required to fill the said offices according to the greatest number of votes obtained by each candidate and he shall give public notice thereof.

(3) In the case of equality of votes, the presiding-officer shall proceed by a public drawing of lots and proclaim elected the person whom the drawing has favoured.

(4) Copy of the public notice shall be inserted in the books of the municipal corporation.

Division 8 - Secrecy of voting

70. Every candidate, election officer, agent or representative of a candidate, in attendance at a polling station, shall maintain and aid in maintaining the secrecy of the voting at such polling station; and no such candidate, officer, agent or representative shall, before the poll is closed, communicate to any person any information as to whether any person on the list of electors has or has not applied for a ballot paper or voted at that polling station.

71. No candidate, election officer, agent, representative or other person shall interfere with or attempt to interfere with an elector when marking his ballot paper, or otherwise attempt to obtain at the polling station information as to the candidate for whom any elector at such polling station is about to vote or has voted.

72. No candidate, election officer, agent, representative or other person shall communicate at any time to any person any information obtained at a polling station as to the candidate for whom any elector is about to vote or has voted.

73. Every candidate, election officer, agent or representative of a candidate in attendance at the counting of the votes shall maintain and aid in maintaining the secrecy of the voting; and no such candidate, officer, agent or representative shall attempt to obtain at such counting any information or communicate any information obtained at such counting as to the candidate for whom any vote is given in any particular ballot paper.

Division 9 – Miscellaneous

74. No election shall be declared invalid by reason of any want of qualification in the persons signing a nomination paper received by the presiding-officer under the provisions of this chapter.

75. No election shall be declared invalid by reason of non-compliance with the provisions of this chapter as to the taking of the poll or counting of the votes, if it appears to the court having cognizance of the question that the election was conducted in accordance with the principles laid down in this chapter, and that such non-compliance or mistake did not affect the result of the election.

No election shall be declared invalid by reason of non-compliance with the provisions of this chapter regarding delays, unless it appears to the court that such non-compliance may have affected the result of the election.

Chapter III – Contested Elections

76. Any election of a mayor or councillor by the electors may be contested by any elector on the ground of violence, corruption, fraud or incapacity or on the ground of non-compliance with the necessary formalities by filing a notice of contestation with the Regional Government.

77. Upon receipt of such notice, the Regional Government shall act as conciliation officer, meet the parties and endeavour to effect an agreement.

The Regional Government shall report to the parties within thirty days of the receipt of the notice or within such further delay as agreed to by the parties.

The parties to the dispute must attend all meetings to which they are called by the Regional Government. If they refuse or neglect to do so, the intervention of the Regional Government shall be deemed to have been unsuccessful.

78. If the intervention of the Regional Government has been unsuccessful, the hearing and decision of such contestation is, to the exclusion of all other tribunals, vested in the Provincial Court having jurisdiction in the territory.

79. Such contestation is brought before the Court by an ordinary action which on pain of nullity must be served upon the interested parties within thirty days from the unsuccessful intervention of the Regional Government.

Chapter IV – Vacancies in Municipal Councils

80. (1) The mayor or any councillor may resign his seat in the council by transmitting his resignation signed by himself to the secretary-treasurer; the term of office of the mayor or councillor shall expire upon the delivery of the writing to the secretary-treasurer who shall transmit it to the council at the next sitting.

(2) The death of the mayor or a councillor shall terminate his term of office.

(3) The term of office of the mayor or councillor shall also terminate if he has failed to attend at least three consecutive regular sittings of the council. The regional councillor shall however not be deemed to have failed to attend a sitting when absent to discharge his duties in the Regional Government.

(4) Whenever the Provincial Court annuls the election of the mayor or councillor or a member of the council loses the eligibility or qualification required by law during his tenure of office, such office shall ipso facto become vacant.

(5) Resignation or disqualification as councillor of the municipal corporation shall carry resignation and disqualification as regional councillor.

81. Subject to the provisions of article 82 when the term of office of a member of the council expires more than six months before the general election fixed by article 48 the council may within fifteen days following the vacancy, elect a person who has the qualifications required by article 14 to fill the office of such member for the remainder of the term. Such election shall be by secret ballot and the secretary-treasurer shall proclaim elected the person who obtains a majority of the votes of the members of the council present. In a case of a tie vote, the mayor must give a casting vote.

82. Proceedings for a new election to fill vacancies in the council shall be taken within eight days if:

(1) The election of mayor and councillors has not taken place within the time prescribed by this act or, the election having taken place, an insufficient number of members of the council has been elected; or

(2) By reason of vacancies, there remains less than a quorum of the members of the council in office; or

(3) Seat number 1 (regional councillor) becomes vacant; or

(4) The council has not availed itself of the provisions of article 81.

Such election must be conducted in the same manner, in all respects, as a general election. The secretary-treasurer shall not recommence these election proceedings more than once.

83. Whenever the election contemplated by article 82 is not held within the time prescribed by this act, notice thereof shall be forthwith sent to the Regional Government which shall have eight days to make recommendations to the council to fill such vacancies.

If there is no council or if the recommendations of the Regional Government have not been accepted, the Regional Government shall forthwith transmit its recommendations to the Minister of Municipal Affairs.

84. Every member of a council elected or appointed to replace another holds office only for the remainder of the term for which his predecessor had been elected or appointed.

Title IV: Sittings of the council

85. The council sits at the office of the municipal corporation until by resolution it has fixed upon some other place within the limits of the municipality. The sittings of the council shall be public.

In the case of a newly formed municipality, the first sitting of the council shall be held on the second Wednesday following the election, at the hour of eight o'clock in the evening, at the usual place of community meetings.

The sittings of the council are presided over by the mayor or acting mayor or in their absence by one of its members chosen from among the councillors present.

86. The majority of the members of the council shall constitute a quorum for the transaction of business. If there be no quorum, two members of the council, half an hour after it being established that there is no quorum, may adjourn a meeting to a later date.

Notice of such adjournment must be given by the secretary-treasurer to all members of the council who were not present at such adjournment.

87. The council shall meet at least once a month, in general or ordinary session, to dispatch the business of the municipal corporation, and shall hold its sittings on the day and at the hours which it determines by by-law. The mayor or half the members of the council may also call a special sitting of the council.

If at any sitting, the business cannot be fully disposed of, the council may adjourn as often as may be deemed necessary for the consideration and disposal of the unfinished business, without its being necessary to give notice of such adjournment to the members present or absent; but no new business shall be brought or considered upon any adjournment of a sitting, unless all the members of the council are present and consent.

88. Notice of convocation to all meetings of the council must be given to each of its members at least twenty-four hours before the time fixed for the commencement of the sitting.

89. At a special sitting of the council, only the subjects or matters mentioned in the notice may be taken into consideration except with the unanimous consent of the members of the council if they are all present.

90. Every disputed question is decided by a majority of the votes of the members present except in cases where any by-law or provision of the law requires a greater number of concordant votes. When a vote results in a tie, the decision shall be deemed to be in the negative.

91. No member of the council may vote upon a question in which he has a personal interest distinct from the general interest of the other ratepayers. The council, in case of objection, decides, at the time of the vote, whether such member has or has not a personal interest and such member is not entitled to vote upon the question as to whether he is interested.

Should an interested member of the council give his vote without objection, such vote does not nullify the proceedings of the council with respect to third parties in good faith.

92. If the majority of the members of the council have a personal interest in any question submitted to their decisions, such question must be referred to the Regional Government, which, in respect to the consideration and decision of such question, possesses all the rights and privileges, and is subject to all the obligations of the local council.

93. Every member present at a meeting of the council is bound to vote, unless he is exempted or disbarred therefrom by reason of personal interest.

Every vote must be given orally and, upon demand, the votes are entered in the minute-book of the council.

Title V: Municipal notices

94. Every notice is either special or public. Every special notice may be given verbally or in writing; public notices must be in writing.

95. Every special notice given in writing must be either delivered by the person who gives it or posted in the office of the municipal corporation. Every public notice is given by posting a copy of such notice in the office of the municipal corporation.

96. Every notice in writing must be attested by the person who gives it and must contain:

(1) the name of the municipal corporation, when such notice is given by an officer or by a member of the council;

(2) the name, official capacity and signature of the person who gives it;

(3) a sufficient description of those to whom it is addressed;

(4) the place where and the time when it is made;

(5) the object for which it is given; and

(6) the place, day and hour at which those summoned to answer such notice must do so.

97. The original of every notice in writing must be accompanied by a certificate of delivery or posting.

The original of such notice and the certificate which accompanies it must be filed by the person who has given it in the office of the municipal corporation to form part of the archives thereof.

98. The certificate must set forth:

(1) the name, residence, official capacity and signature of the person who has given it;

(2) a summary statement of the manner in which the notice was delivered or posted;

(3) the place, day and hour of delivery or posting.

Such certificate is written either on the original notice or on a paper annexed thereto.

99. In the case of a special notice given verbally, the affirmation of the person who gave such notice takes the place of the certificate of delivery or posting; such affirmation is only required in case of contestation and must contain the object of the notice.

100. Any document, order or proceeding of the council must be posted in the same manner as public notices.

Title VI: Resolutions

101. Every municipal corporation shall decide and exercise by resolution all acts of administration concerning it which are not incompatible with the provisions of this act. All powers not required to be decided and exercised by by-law shall be exercised and decided by resolution.

Title VII: By-laws of the Council

Chapter I – Formalities Respecting By-laws

Division I – Passing, Publication and Coming into Force of By-laws

102. Every by-law must, on pain of nullity, be preceded by a notice of motion given at a sitting of the council and it must be read and passed only at a subsequent sitting held on a later date.

103. The original of every by-law, to be authentic, must be signed either by the mayor of the municipal corporation or the person presiding at the sitting of the council at the time such by-law was passed and by the secretary-treasurer.

If it was necessary to submit the by-law for one or more approvals before it could come into force, a certificate under the signature of the mayor and of the secretary-treasurer certifying the date and the fact of each of these approvals must accompany and form part of the original of such by-law.

104. Every by-law must be entered at length in a special book entitled “Register of by-laws of the municipal corporation of…”; such entries must be signed by the mayor and countersigned by the secretary-treasurer.

The secretary-treasurer must further indicate at the end of every by-law the date of the posting-up of the notice of publication of such by-law.

105. Except where otherwise provided by law, every by-law of the municipal corporation shall come into effect and have force of law, if not otherwise provided for therein, on the day of the publication thereof.

106. Every by-law is published within thirty days of the passing thereof or of its final approval according to article 103, if it has been submitted for approval, by public notice mentioning the object of the by-law, the date of the passing thereof and the place where communication thereof may be had. Such notice is given under the hand of the secretary-treasurer and posted in the ordinary manner.

If the by-law has received one or more approvals, the notice of publication must mention the date and the fact of each of these approvals.

107. Every by-law which comes into force only at some stated period must be published again by posting at least fifteen days before such period.

108. Every by-law remains in force and is executory until it has been amended, repealed or annulled by competent authority or until the expiration of the delay for which it was made.

109. No by-law can be repealed or amended except by another by-law. No by-law which, before coming into force and effect, was submitted to one or more approvals can be amended or repealed except by another by-law approved in the same manner.

Division 2 – Penalties enacted by by-law and recovery of fines

110. (1) The council may impose by by-law, for every infraction of a by-law, a fine not exceeding three hundred dollars ($300).

(2) Whenever, instead of a fixed penalty, a by-law provides either a maximum and minimum penalty, or a maximum penalty only, the court may, at its discretion, impose, in the first instance, such penalty as it may see fit within the limits of such maximum and such minimum and, in the second instance, such penalty as it may see fit up to the extent of such maximum.

(3) The court convicting an accused for the breach of a by-law may, in addition to any fine it may impose, order that person to refrain from committing any further such offence or cease to carry on any activity specified in the order, the carrying on of which will or is likely to result in the committing of any further such offence. Breach of such order shall constitute an offence punishable by contempt of Court.

111. No penalty can be imposed for the violation of any by-law unless it is fully described and set forth therein.

If the infraction of a by-law continues, such continuation shall constitute a separate offence day by day, save in the case of good faith.

112. Fines imposed by the by-laws of the council shall be recoverable on summary proceeding in accordance with Part I of the Summary Convictions Act.

113. All fines incurred by the same person may be included in the same suit.

114. Every prosecution for the recovery of such fines shall be begun within six months from the date when they are incurred, and cannot be brought thereafter.

Such prosecution may be brought by any person of age, in his own name, regardless of whether he has suffered any special damage, or by the municipal corporation.

115. Fines recovered in virtue of the by-laws of the council or of the provisions of this act shall belong, unless it be otherwise provided, one-half to the prosecutor and the other half to the municipal corporation.

If the prosecution has been brought by the municipal corporation the fine shall belong wholly to it. If the fine be due by the municipal corporation, it shall belong wholly to the prosecutor.

116. Where any by-law of a municipal corporation is contravened, in addition to any other remedy and to any penalty imposed by the by-law, such contravention may be restrained at the instance of an inhabitant of the municipality by filing a notice of contravention with the Regional Government. The procedure of article 77 shall apply.

If the intervention of the Regional Government has been unsuccessful, the contravention may then be restrained either by action at the instance of such inhabitant against the infringer or my mandamus at the instance of such

inhabitant against the municipal corporation to compel it to take proceedings necessary for preventing the violation of such by-law.

Division 3 – Approval and disallowance of By-Laws

117. Unless otherwise provided, approval of the by-laws by the council shall be sufficient.

118. When a by-law is submitted for the approval of the electors, the vote shall be taken by polling pursuant to the provisions governing elections in the municipality so far as they may be applicable.

119. The council or the mayor shall fix the date for the opening of the poll. Such date shall not be later than ninety days from the date of the passing of the by-law by the council.

The secretary-treasurer shall at least fifteen days before the day fixed give public notice calling upon the electors. Only the electors entered on the electoral list in force and used at the last municipal election shall be entitled to vote.

120. The following shall be printed on the ballot papers in lieu of the names of the candidates:

“Are you of the opinion that by-law no. (insert the no. of the by-law) respecting (insert title or object of the by-law) should be adopted?”

The vote on the question submitted shall be given;

(1) if in the affirmative, by marking a cross on the ballot paper in the space where the word “yes” appears;

(2) in the negative, by marking a cross on the ballot paper in the space where the word: “no” appears.

121. At the close of the poll the secretary-treasurer shall proceed to count the votes and shall make a list of them counting and separating the yeas and nays. In the event of a tie in the vote, the mayor shall give the casting vote.

Such list shall be certified by the secretary-treasurer and must declare whether the by-law has been approved or disapproved with the necessary particulars. Such list shall be laid before the council at its next sitting.

The poll book and the list of the votes shall be deposited in the archives of the municipal corporation.

122. Whenever it is required that a by-law must, before having force or effect, receive the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission, the secretary-treasurer, after such by-law has been approved by the electors, if such approval is required, must forward it to the authority whose approval is required, with certified copies of all documents tending to inform of the fulfilment of the provisions of the law and of the advisability of the passing of such by-law.

123. Neither the Lieutenant-Governor in Council nor the Minister of Municipal Affairs nor the Québec Municipal Commission is obliged to approve of a by-law unless he has satisfied himself of the fulfilment of the formalities required for the passing of such by-law.

For such purpose, they may exact from the council which has passed the by-law submitted to their approval, all the documents and information as they deem necessary for assuring themselves of the usefulness of the by-law or of the provisions of such by-law submitted to their approval.

124. The approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission of a by-law or other proceedings adopted by a municipal council, in the cases where such approval is prescribed by a provision of this act, has no other effect than that of rendering such by-law or proceeding executory according to the law, and this may be done with the same effect in the form of an authorization. Such approval may be of a part only or qualified.

125. A copy of every by-law passed by the council must be transmitted without delay to the Minister of Municipal Affairs and to the Regional Government.

The Lieutenant-Governor in Council may, within the three months following the receipt of such copy by the Minister of Municipal Affairs, disallow the by-law in whole or in part unless he or the Minister has previously approved it.

Notice of such disallowance shall be published in the *Québec Official Gazette* and, from the day of such publication, the by-law shall be null and void.

Division 4 – Contestation and quashing of by-laws

126. Any person who is entered on the election roll in force may, by notice of contestation presented in his name, apply and obtain, on the ground of illegality, the quashing of any by-law or part of by-law of the council.

Such notice shall be presented to the Regional Government within three months next after the coming into force of such by-law.

The provisions governing contestation of election in the municipality shall apply to the contestation and quashing of by-laws so far as they may be applicable.

127. The notice of contestation shall set forth in a clear and precise manner the reasons alleged in support of the application and shall be accompanied by a certified copy of the by-law impugned.

128. If the intervention of the Regional Government has been unsuccessful, the contestation and quashing of such by-law shall then be vested in the Superior Court having jurisdiction in the territory, which shall proceed in a summary manner to hear and decide such contestation.

The Superior Court may, by the judgment, quash such by-law in whole or in part, order the service of such judgment at the office of the council interested and cause the same to be published.

Every by-law or part of by-law so quashed shall cease to be in force from the date of the judgment.

Chapter II – By-laws within the Jurisdiction of the Council

Division 1 – General Powers

129. The council may make by-laws to secure the peace, order, good government, health, general welfare and improvement of the municipality, provided such by-laws are not contrary to the laws of Canada and of the Province of Québec nor inconsistent with any special provision of this act.

Such by-laws shall not be contrary to the ordinances of the Regional Government in matters of joint competence.

130. The power to make by-laws shall involve, in the case of articles 134, 135, 138, 141, 160, 163 and 164, that of licensing and of requiring permits and certificates and of exacting fees for licences, permits and certificates and of establishing a tariff of fees therefor. The power to regulate shall include, when necessary, the power to prohibit, revoke and suspend.

Such power shall also involve that of appointing officers and inspectors as the council may deem fit for the proper application of such by-laws and of defining their duties.

131. Any municipal corporation may, with the authorization of the Minister, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfill the obligations arising therefrom, even outside its territory.

In the event an agreement were contemplated with the Government of Canada, any body thereof, or any public body mentioned in the preceding paragraph and situated outside of the Province of Québec, prior authorization of the Lieutenant-Governor in Council shall be necessary.

132. The council may, by complying with the provisions of sections 606 and 607 of the Cities and Towns Act and the expropriation procedure established by law,

(a) expropriate any immovable property, any part thereof or any servitude required for the execution of works ordered by it within its jurisdiction;

(b) expropriate the whole or part of any road in the municipality and belonging to persons, firms or private corporations;

(c) expropriate any immoveable property, any part thereof or any servitude it may need for any municipal purpose;

The foregoing provisions of this article shall not be regarded as restricting the right which the council may otherwise have to acquire, by mutual agreement, immoveables for the same purposes.

133. The council may make by-laws to take a census of the inhabitants of the municipality, for the purpose of ascertaining their number, and of obtaining statistics regarding their social and economic condition.

The council may also make by-laws to exact that, in all cases of birth or death, a certificate be deposited in the office of the municipal corporation.

Division 2 – Public security

134. The council may make by-laws :

(1) To authorize the building inspector to visit and examine all moveable and immoveable property, as also the interior or exterior of any house, building or edifice, to ascertain if the by-laws of the council are executed in respect thereof or for the purpose of adopting any measure deemed necessary for public security, and to compel the occupants of such property, buildings and edifices to admit such officers;

(2) To classify, for purposes of regulation, dwellings, commercial and industrial establishments and all other immoveables, including public buildings;

(3) To compel the prior submission of plans for the construction or alteration of buildings and projects for changes of the destination or use of an immoveable or for the moving of a building, to the building inspector for security and sanitary purposes;

(4) To provide that no immoveable newly erected or altered or the destination or use of which has been changed shall be occupied before a certificate is issued by the municipal authority establishing that this immoveable is in conformity with the by-laws of the municipal corporation;

(5) When the construction of a building is not or has not been made in conformity with the by-laws adopted under paragraphs (3) or (4) of this article, a judge of the Superior Court having jurisdiction in the territory, upon motion, may order appropriate modifications or that the building be demolished within such delays as he fixes, and order that on failure so to do within such delay the municipal corporation may effect such modifications or demolition at the expense of the owner of the building;

(6) To decree that no building permit shall be granted unless the land on which a structure is to be erected is adjacent to a public street;

(7) To define what shall constitute abandoned, dilapidated or decayed buildings or structures and regulate the restoration or demolition of same;

the reconstruction or restoration of any building or structure shall be carried out in accordance with the by-laws in force at the time of such reconstruction or restoration;

(8) To adopt measures to prevent the overcrowding of premises used as lodgings;

(9) To protect the life and property of the inhabitants and prevent accidents such as may be caused by natural catastrophe, fire, mechanical defect or failure, or contamination from noxious substances;

(10) To organize, maintain and regulate a fire department and fire-brigade; to appoint all officers and persons necessary for the extinction and suppression of fires and for the protection of persons and property from fire;

(11) To authorize the demolition of buildings, houses and fences, when deemed necessary to arrest the progress of fire; and to empower the mayor, the chief of the fire-brigade or other officers to exercise this power. If there be no by-law, the mayor may, during a fire, exercise this power by giving special authority;

(12) To regulate blasting, shooting with fire-arms, or arms discharged by means of compressed air or any other system;

(13) To regulate the keeping of animals;

(14) To establish pounds under the supervision and control of the council.

Division 3 – Public health and hygiene

135. The council may make by-laws:

(1) To provide for the inspection of food and other products and their containers, and for the seizure, confiscation and summary destruction of any such products or containers as are unsound, spoiled or unwholesome; to prohibit the bringing into the municipality of such products and the keeping or selling of such products;

(2) To regulate the construction and maintenance of places where foodstuffs are prepared, stored or sold;

(3) To regulate the construction and maintenance of places where fuels and noxious substances are stored or sold;

(4) To ensure the sanitary condition of public and private property and regulate unwholesome undertakings and establishments;

(5) To inspect and regulate ice-houses and cold-storage establishments;

(6) To regulate the location, construction, management and cleansing of storing places for hides and, generally, all places or establishments in which animal matter is dealt with;

(7) To regulate the establishment of cemeteries and burial sites and the burial and disinterment of the dead;

(8) To prevent the pollution of the waters within or adjacent to the municipality and to provide for the cleansing and purification of municipal waters; and to compel the owner or occupant of any building or ground to remove from the premises owned or occupied by him all such offensive substances as the council may direct, and, upon his default, to authorize the removal or destruction thereof at the expense of such owner or occupant;

(9) To regulate the sewerage of the municipality and to maintain and operate a sewage collection and disposal system;

(10) To prevent the throwing or depositing of waste and provide for the collection, removal and disposal of same;

(11) To construct, equip and operate plants for the elimination or recycling of waste and to regulate the use of places as dumps;

(12) To regulate the escapement of smoke, gas and effluents from engines, factories or establishments;

(13) To define what shall constitute a nuisance and to regulate the same, including noise.

136. The municipal corporation may cause to be sold at auction, by bailiff of the Superior Court, without any judicial proceedings and after the notices required for the sale of moveables under writ of execution, all moveable effects in its possession which are unclaimed within six months and which have been abandoned or are the proceeds of theft or have been seized or confiscated.

If such property be claimed after the sale, the municipal corporation shall be liable only for the proceeds of the sale, after deducting the cost of the sale and other expenses which it may have incurred. If they cannot be sold because they have no merchantable value or by reason of the illegality of their possession or use, they may be destroyed after publication of similar notices, and if they are claimed after destruction, the municipal corporation shall not be liable for the payment of any indemnity or compensation.

Division 4 – Town planning and land development

137. The council may make by-laws to have plans or maps made of the territory of the municipality, indicating the streets, lanes, public places, municipal waters, houses and buildings and structures. Such plans or maps, when confirmed by the Superior Court having jurisdiction in the territory, on petition presented at least fifteen days after the posting-up of a public notice announcing the making of such plans or maps and the nature of such motion, as well as the day, hour and place of its presentation, shall be binding for a period of five years upon the municipal corporation and all persons;

Before the expiration of such term of five years, the council, by by-law and following the same procedure, may extend for another period of five years, and similarly for successive five-year periods thereafter, the binding nature of such plans or maps;

As soon as completed, a duplicate of each of such plans shall be deposited in the office of the prothonotary of the Superior Court having jurisdiction in the territory and another duplicate in the archives of the municipal corporation. As soon as such plans shall have been confirmed and ratified by the court, the secretary-treasurer of the municipal corporation shall enter on the duplicate kept in the archives of the municipal corporation and on another which he shall then deposit in the registration office for the territory, a note of such confirmation.

138. The council may make by-laws:

(1) To order the making of a master plan of the territory of the municipality, specifying the purposes for which each portion of the territory included in the plan may be used, and to enact that such master plan shall become obligatory;

(2) Subject to the master plan of the municipality, to divide the municipality into zones of such number, shape and area as the council deems suitable for the purpose of such regulation and, with respect to each of such zones, to prescribe the architecture, dimensions, symmetry, alignment and destination of the structures which may be erected therein, the use of any immoveable located therein, the area and dimensions of lots, the proportion of lots which may be occupied by structure, the space which must be left clear between structures and the lines of lots, the space which, on such lots, must be reserved and arranged for the parking of vehicles, and the manner of arranging such space;

Every such by-law must, before coming into force, be approved by the affirmative vote of the majority of the electors whose names appear on the election list in force and used at the last municipal election;

(3) To regulate the carrying on of trades and industries of all kinds within the municipality.

Division 5 – Public Services

Subdivision 1 – Water supply

139. The council may make by-laws to provide for the establishment or acquiring, maintenance, management and regulation of reservoirs and water delivery systems to supply water to the municipality, and to install apparatus for filtering and purifying water.

Such powers shall not be exercised without the prior authorization of the Water Board when there is in the municipality a public waterworks service authorized by such board.

140. The council may, by by-law, in order to meet the interest on the sums expended in the construction and maintenance of reservoirs and water delivery systems, impose an annual tax at a rate to be fixed by it.

141. The council may make by-laws:

(1) To prohibit any occupant of a house or building supplied with water from furnishing such water to others, or from using it otherwise than for his own use, or from wasting it;

(2) To prescribe the size, quality, strength, and location of water-closets, baths, and other similar apparatus;

(3) To prevent the pollution of the water in the reservoirs and the practising of frauds upon the municipal corporation with regard to the supply of water;

(4) To establish the rate for water and provide for payment thereof; to supply meters for buildings or establishments, for measuring the quantity of water used therein and fix the amount to be paid for the rent of meters;

(5) To provide for any other matter or thing of any nature or kind whatsoever, having reference to water delivery systems, which it may be necessary to regulate or determine for their proper working.

142. The municipal corporation may make a special agreement with consumers for the supply of water in special cases, where it is considered that there is more than the ordinary consumption of water.

143. The compensation for water services, as well as all other taxes due for water or for meters, shall be levied according to the rules and in the manner prescribed by the council.

144. As soon as the municipal corporation is ready to furnish water to any part of the municipality not already supplied, public notice thereof shall be given; and, after such notice, all persons liable to the payment of compensation for water services in such part of the municipality, whether they consent or not to receive the water, shall pay the rates fixed by the tariff.

145. If any person causes or allows any apparatus to be out of repair, or to be so used that the water supplied from the water delivery system be wasted, or unduly consumed; or if he refuses or neglects to pay the rate lawfully imposed for the water supplied to him, for thirty days after the same is due and payable, the municipal corporation may discontinue the supply so long as the person is in default; which shall not, however, exempt such person from the payment of such rate, as if the water had been supplied to him without interruption.

146. The officers appointed for the management of water delivery systems may enter into any house or building, or upon any property whether situated within or without the municipality, for the purpose of satisfying themselves that the water is not wasted and that the by-laws relative to water are faithfully carried out.

The owners or occupants of any such house, building or property shall allow the officers to make such visit or examination. The supply of water may be discontinued to any person refusing to admit the officers, so long as such refusal continues.

147. The municipal corporation shall not be bound to warrant the quantity of water to be supplied; and no person may refuse, on account of the insufficiency of the water-supply, to pay the compensation for the use of the water.

148. The council may also make special agreements for the supply of water beyond the municipality, provided that the persons with whom such agreements are made comply with the by-laws respecting the management of the water delivery system.

149. The council may, by by-law, transfer its rights and powers, respecting the water-supply, to any person willing to undertake the same, provided that such person does not exact, for the use of the water, rates higher than those approved or determined by by-law of the council.

Subdivision 2 – Lighting

150. The council may make by-laws providing for the lighting of the municipality by means of electric or other light furnished by any person, and the municipal corporation may become a party to any contract to that effect.

151. The council shall have all the necessary powers for the establishment and management of a system of lighting by electricity or otherwise, for the requirements of the public and of private individuals or companies desiring to light their houses, buildings or establishments.

152. At the expiration of the term mentioned in any contract entered into between the council and any public utility company, respecting the supplying of electricity for light, heat and power by such company to the municipality which itself distributes same to its ratepayers, the Electricity and Gas Board, on petition to that effect, may order that the contract be extended or renewed on such other or similar terms, prices and conditions as it may determine.

153. The council may by by-law impose a tax in order to meet the interest on the sums expended in introducing a system of lighting.

154. The council may make by-laws :

(1) If the lighting system belongs to the municipal corporation;

(a) To determine, in addition to the tax mentioned in article 153, the compensation to be paid for light and for the rent of meters, and for supplying meters to measure the quantity of light consumed;

(b) To prevent fraud in connection with the quantity of light supplied;

(c) To protect the wires, pipes, lamps, apparatus and other articles serving for the distribution of light;

(2) If the lighting system belongs to the municipal corporation or to others, - to impose penalties against persons extinguishing the lamps without authority.

155. The tax imposed under articles 153 and 154 shall be levied according to the rules and in the manner prescribed by the council.

156. Any citizen may accept or refuse to use the light supplied by the municipal corporation in any building, house or establishment controlled by him.

157. The officers appointed to manage the lighting system of the municipal corporation may enter any building, house or establishment, and upon any property, for the purpose of ascertaining whether the by-laws respecting lighting are faithfully observed.

The owners or occupants of all such buildings, houses, establishments or properties shall allow such officers to enter and make such inspection or examination.

158. The owners or occupants of houses, buildings or lands in the municipality shall, whether the lighting system belongs to the municipal corporation or to others, permit the pipes, wires, lamps and posts necessary for the lighting for public purposes to be placed on their houses, buildings or lands, subject to the payment of actual damages, if any be occasioned thereby.

159. Nothing in this subdivision shall be construed as subjecting Hydro-Québec or its successors to any additional jurisdiction or control than that found in the Hydro-Québec Act or other laws of general application.

Subdivision 3 – Heating and power

160. The council shall have all the powers necessary for the establishment and administration of any system of heating and power development by means of electricity or otherwise for the use of the public, or of private persons or corporations desiring to make use thereof in their houses, buildings or establishments; and articles 150 to 159 shall apply, *mutatis mutandis*, to this article.

Subdivision 4 – Municipal roads

161. The council may make by-laws

(1) Subject to the master plan of the municipality, to order the opening, closing, widening, extension, changing, improvement, maintaining or regulation of streets and roads and to regulate the locating, constructing and maintaining of sidewalks and bridges; however, the by-law ordering the closing of streets must provide for an indemnity, if there be occasion therefor, and shall be subject to the approval of the Québec Municipal Commission before coming into force;

(2) To give names to, or change the names of, streets, lanes or public places and regulate the numbering of houses and building;

(3) To prescribe the measures necessary to prevent accidents in winter from the accumulation of snow or ice on the sidewalks and the roofs of houses and other buildings, - every person obliged by by-law to care for any sidewalk or roof, shall be responsible towards the municipal corporation for damages resulting from his neglect to fulfil his obligations in this respect, and may be called in warranty in any case instituted against the municipal corporation for damages.

162. The municipal corporation shall be responsible in damages for the bad state of streets, roads, sidewalks, bridges, public places and municipal watercourses.

Subdivision 5 – Traffic and transportation

163. The council may make by-laws

(1) To establish and regulate public transportation services and facilities;

(2) To regulate the use and speed of bicycles, motor boats and motor vehicles;

(3) To regulate the transportation of noxious and other dangerous substances;

(4) To regulate the use of noisy vehicles;

(5) To authorize the diversion of traffic in the streets of the municipality for the performance of work thereon and for any other reason of necessity or emergency;

(6) To prescribe, maintain and regulate passageways for, and the use of all-terrain vehicles, vehicles not following roads, and hovercraft in accordance with any provincial regulations governing such vehicles;

(7) To establish, maintain and regulate parking places or buildings for vehicles;

(8) To establish and maintain ground for the parking of trailers and mobile homes and to prohibit the parking and use of trailers, mobiles homes or other vehicles as dwellings or commercial establishments outside such grounds;

(9) To establish and maintain aerodromes or take-off and landing fields for aeroplanes or airships; and

(10) To establish and maintain harbours, wharves, dry-docks and other landing places for ships, boats and other watercraft.

Division 6 – Recreation and culture

164. The council may make by-laws

(1) To establish, equip, maintain and improve recreational centres, playgrounds and parks;

(2) To establish and maintain public baths, privies and lavatories; to regulate marinas in the waters comprised within its jurisdiction; and to regulate public or private swimming pools or areas;

(3) To establish and administer a system of community radio and television aerials for the needs of those wishing to make use thereof; to regulate the installation, maintenance, number and height of television and radio aerials; the council, however, shall not acquire by expropriation the existing systems in the municipality; and

(4) To establish and maintain free public libraries, library associations, mechanics institutes, reading-rooms and public museums, exhibitions and fairs for historical, literary, artistic or scientific purposes.

Title VIII: Public works of the corporation

165. All public works of the municipal corporation are performed at the expense of the municipal corporation which orders them by contract awarded and passed according to the rules set forth in this title.

166. (1) Unless it involves an expenditure of less than $10,000. no contract for the execution of municipal works or the supply of equipment or materials shall be awarded except after a call for public tenders specifying the work to be performed;

(2) The delay for the receipt of tenders shall not be less than fifteen days;

(3) Tenders shall not be called for, nor shall the contracts resulting therefrom be awarded except on one or the other of the following bases:

(a) for a fixed prices;

(b) at unit prices;

(4) All tenders must be opened publicly in the presence of at least two witnesses, on the day and at the hour and place mentioned in the call for tenders;

(5) All those who have tendered may be present at the opening of the tenders;

(6) The names of the tenderers and their respective prices must be mentioned aloud at the opening of the tenders;

(7) The council shall not be obliged to accept either the lowest or any other tender;

(8) The council shall not, without the previous authorization of the Minister of Municipal Affairs, award the contract to any person except the one who made the lowest tender within the prescribed delay;

(9) The contract shall be awarded by resolution.

167. No contract is valid or binding upon the municipal corporation unless the by-law authorizing the work has provided for the appropriation of the moneys required for paying the costs of same.

168. The contract is made in the name of the municipal corporation and accepted by the mayor or by a member of the council specially authorized for that purpose.

169. The person to whom such work is awarded must give security to the satisfaction of the council for the due performance thereof and for the payment of all damages, interests and costs.

Title IX: Municipal finances

Chapter 1 – General provisions

170. The fiscal year of the municipal corporation shall begin on the first of January and end on the thirty-first of December of each year and the taxes and yearly assessments shall be payable at the dates determined by the council.

171. Between the first and the thirty-first of July of each year, the council shall prepare and adopt its budget for the next fiscal year and maintain a balance between the revenues and expenditures provided for therein.

Such budget shall be transmitted to the Minister of Municipal Affairs and to the Regional Government in the month of August of the year in which it was prepared.

Upon sufficient proof that the council has in fact been unable to prepare, adopt or transmit such budget within the prescribed delay, the Minister of Municipal Affairs may grant any additional delay that he may determine for such purpose.

172. All fees, licences, fines, revenues, taxes, subsidies and grants accruing or belonging to or received by the municipal corporation shall be paid to and received by the secretary-treasurer alone or by the officer designated by him for that purpose; and no other officer shall, under any pretext, receive them unless specially authorized by the council so to do.

173. (1) All sums of money not especially appropriated shall form part of the general fund of the municipal corporation.

(2) Any subsidy or grant made to a municipal corporation and not specially appropriated by the by-law ordering the works or the expenditures may be paid in whole or in part to the general fund of the municipal corporation;

(3) Saving the case provided in section 7 of the Municipal and School Debt and Loans Act, whenever the municipal corporation has collected a sum exceeding the sum required for the purposes for which such sum was raised, the surplus shall belong to the municipal corporation and fall into the general fund thereof;

(4) All sums of money forming part of the general fund of the municipal corporation may be employed for any purpose within the jurisdiction of the council.

174. The council may make such by-laws as it may deem expedient for the management and administration of its finances, and determine by whom and subject to what formalities payments out of the funds of the municipal corporation shall be made.

175. Every municipal corporation may deposit at interest in a Canadian chartered bank, or invest in the public funds of Canada or the Province of Québec, or loan on first hypothec, any moneys belonging to it.

Chapter II – Taxes and licenses

176. The council may impose and levy annually:

(1) On the stock in trade or articles of commerce of all descriptions kept by merchants and dealers and exposed for sale in shops, or kept in vaults, warehouses or store-houses; on all yards or depots for rough, sawn or manufactured wood or lumber; and on all yards or depots for coal or other articles of commerce kept for sale, a tax of not more than one percent of the estimated average value of such stock in trade or other articles of commerce;

(2) On all tenants paying rent in the municipality, an annual tax of not more than eight cents in the dollar on the amount of their rent;

Every person, occupying property or part of any property of which he is neither the owner nor the lessee, shall be liable for the payment of such tax.

177. In addition to the taxes provided for in article 176 the council may establish, impose and levy certain annual dues or taxes on all trades, manufactures, financial or commercial establishments, occupations, arts, professions, callings or means of earning a profit or a livelihood, carried on or followed by one or more persons, firms or corporations in the municipality, provided that such duties or taxes do not exceed in any case the sum of three hundred dollars per annum. Such dues or taxes may be different for persons who have not resided in the municipality for twelve months from those for persons who reside therein, provided that such dues and taxes imposed on non-residents and on those who have resided in the municipality for less than twelve months, shall not exceed the others by more than fifty percent.

The tax imposed in virtue of the preceding paragraph shall be payable for every business establishment, and for every kind of business or occupation, when carried on by the same person, firm or company in two or more distinct and separate buildings or places of business.

178. Every tax imposed under article 176 may, in the discretion of the council, be imposed and levied in the form of a licence; and, thereupon, such tax shall be payable annually at such time and under such conditions and restrictions as the council may determine.

Although the by-law of the council ordering the imposition and levying of certain duties and taxes in the form of a licence may impose a fine, for failure to pay such duties or taxes, the council may, at its option, instead of imposing the fine, sue for the recovery of the said duties or taxes, whether a licence be issued or not, and whether the name of the person liable for the duties or taxes be entered or not on the collection roll.

179. Notwithstanding the provisions of article 177 the council may impose and levy an annual licence or permit not exceeding three hundred dollars on merchants doing business in the municipality and who do not reside therein or who are residents therein for less than three months and whose names are not entered on the collection roll, but who are temporarily occupying premises without however being obliged to impose a tax or permit on those resident therein for more than three months.

180. In order to pay its aliquot share of the expenses or of part of the expenses of the Regional Government required by the Regional Government under article 145 of Schedule 2 of Section 13 of the Agreement, the municipal corporation may impose and levy a tax in the manner prescribed by the Minister.

181. Every tax imposed by virtue of the foregoing provisions shall be payable annually at the time fixed by the by-laws.

The council may pass such by-laws as may be necessary to enforce the collection of any tax imposed in virtue of this act.

182. The Council may, by resolution, whenever it sees fit, instruct the secretary-treasurer to add to the amount of any taxes to be levied in the municipality, the sum of not more than 10% to cover losses, costs and bad debts.

183. Taxes shall bear interest at the rate of 5% per annum or at such lower or higher rate of interest enacted by by-law of the council, from maturity, without necessity of a special demand for payment.

Neither the council nor its officers may remit any taxes or interest thereon. The council may however, by resolution, exempt the poor of the municipality from the payment of taxes.

The council may also, by resolution, grant a discount not exceeding 5% to every ratepayer who pays his taxes before they are due.

184. Arrears of municipal taxes shall be prescribed by three years.

185. The secretary-treasurer shall make a general collection roll each year, at the time fixed by the council, including all taxes then imposed, mentioning them separately.

He shall also make a special collection roll whenever any tax has been imposed after the making of the general collection roll, or whenever he is ordered so to do by the council. Such special roll shall exist as a separate roll only until the date fixed by the council for the preparation of the new general roll and it must then be included in the new general roll which the secretary-treasurer shall prepare.

186. The collection roll shall not be completed until the budget of the municipal corporation has been adopted and transmitted to the Minister of Municipal Affairs and to the Regional Government.

187. Within sixty days following the day on which the roll was completed, the secretary-treasurer shall transmit to every person entered on such roll, a demand for payment of the taxes. Such taxes shall be payable within thirty days following such demand for payment.

188. The payment of municipal taxes may be claimed by an action brought in the name of the municipal corporation before the court having jurisdiction in the territory.

Chapter III – Loans

189. The Québec Municipal Commission may authorize a municipal corporation upon application made to it by a mere resolution of the council, to contract one or more loans upon the conditions and for the period which the Commission determines.

The conditions so determined by the Commission shall govern such loans notwithstanding any contrary or incompatible provisions of a general or special act limiting the amount of loans and determining the period for their reimbursement.

The provisions of this section shall apply to every loan contracted by a municipal corporation.

Chapter IV – Audit of municipal finances

190. (1) The council, at its first sitting in the month of December, shall appoint for the fiscal year ending on the ensuing thirty-first of December, one or more auditors for the auditing of the accounts of the municipal corporation.

(2) Such auditors may be individuals, members of a partnership or appointees of the Regional Government and may entrust the work to their employees, but then the responsibility of the auditors shall be the same as if such work had been entirely performed by such latter.

(3) They shall make a report of their examination to the council within sixty days after the expiration of the fiscal year.

(4) A copy of such report, certified by the secretary-treasurer, must be sent forthwith by the secretary-treasurer to the Minister of Municipal Affairs and to the Regional Government.

(5) The council may order any other examination it may deem necessary and call for a report.

191. Any surplus or deficit for a fiscal year shall be entered in the revenues or expenses of the budget for the ensuing fiscal year according to the report of the auditors.

192. (1) At any time of the year, if so required in writing by at least five electors, the council shall also order a special audit of the accounts of the municipal corporation for one or more of the last five years, provided that no such audit has already been made for the same years under this article.

(2) The costs of such audit shall be payable by the responsible officer of the municipal corporation, if he has been guilty of embezzlement or if, having been found short in his accounts, he fails to repay the balance within the delay fixed by the last paragraph; otherwise the costs shall be payable by the persons who demanded the audit, unless the audit is of advantage to the municipal corporation.

(3) The demand for an audit under this article must be accompanied by a deposit of one hundred dollars, which shall be returned to the petitioners if the costs of the audit are not charged to them.

(4) Any auditor appointed for such purposes may be an individual or a partnership, and may entrust the work to his or its employees, but then the responsibility of such auditor shall be the same as if such work had been entirely performed by the auditor himself.

(5) Within thirty days after the service upon him of a copy of the report of the audit, the defaulting officer of the municipal corporation must pay the amount of the balance which he has been found to owe, as well as the costs of the audit.

193. All actions or claims against the secretary-treasurer resulting from his administration are prescribed by five years from the day on which the shortage of his account is reported by the auditor to the council.

194. The provisions of this chapter shall nowise affect the recourse of the municipal corporation under the security given by the secretary-treasurer.

Title X Proceedings against municipal corporations

195. When any suit or action is commenced against the municipal corporation, service therein shall be made upon the secretary-treasurer of the municipal corporation at his office or domicile.

196. Any provisions of law to the contrary notwithstanding, no judgment rendered against the municipal corporation for a pecuniary condemnation only shall be executory before the expiration of thirty days after the date thereof.

197. Whenever a copy of a judgment condemning the municipal corporation to pay a sum of money has been served at the office of the council, the secretary-treasurer shall forthwith, upon being authorized by the council or by the mayor, pay the amount thereof out of the funds at his disposal according to the provisions of article 173.

198. The Court which rendered the judgement may, on petition, grant to the council any delay which it deems necessary to levy the moneys required.

Title XI: General provisions

199. The amounts or percentages mentioned in articles 29 (1) and (2), 110 (1), 176, 177, 179, 182, 183 and 192 (3) may be increased and those mentioned in article 166 (1) may be reduced by proclamation of the Lieutenant-Governor in council.

200. The provisions of the Cities and Towns Act respecting the valuation roll, the imposition and collection of real estate taxes, including procedures related thereto and the provisions of the Real Estate Assessment Act shall come into force in a municipality upon receipt by the Minister of a resolution of the council to proceed to the imposition of such real estate taxes.

201. The laws of Québec, including the Cities and Towns Act but excluding the Municipal Code, shall apply within the territory insofar as they are applicable and not derogated from by the provisions of this Act.

202. This Act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

JBNQA, Sch. 2
A. corr.

SECTION 13

Regional Government North of the 55th Parallel

13.0.1 Québec undertakes to submit to the National Assembly, upon the coming into force of the Agreement, bills incorporating the provisions of Schedules 1 and 2 of this Section.

13.0.2 Nothing in this Section shall be interpreted as dispensing the Regional Government from having to obtain any permits, licences or authorizations required by law.

13.0.3 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

13.0.4 Schedules 1 and 2 of this Section shall not form part of the legislation to be submitted to Parliament and to the National Assembly for the purpose of giving effect to the Agreement.

Annex 1

1. A Regional Government shall be established by Québec with respect to the municipalities and areas not erected into municipalities within the limit of the Province of Québec north of the 55th parallel of latitude, except Category IA Lands and IB Lands of the Crees of Great Whale River.

JBNQA, Sch. 1
A. corr.

Annex 2

Act respecting certain Municipalities and the Regional Government of Northern Québec

1. This act may be cited as the Kativik Act (Part II)

Preliminary Title

Declaratory and interpretative provisions

2. In this act, unless the context indicates or declares otherwise, the following expressions, terms and words shall have the following meaning :

(1) the word “by-law” means an enactment of the council of a municipal corporation or of the Regional Government acting as a municipal corporation under article 14 of this Schedule;

(2) The word “council” means the council of the Regional Government;

(3) The expression “executive committee” means the executive committee of the Regional Government;

(4) the word “meeting” or “sitting”, used alone, means regular meeting or sitting, or a general meeting or sitting, or a special meeting or sitting of the executive committee or council of the Regional Government, as the case may be;

(5) the word “Minister” means the Minister of Municipal Affairs;

(6) the expression “municipal services” means water, sewage, fire protection, recreation, cultural activities, roads, garbage removal and disposal, lighting, heating, power and snow removal services supplied by a municipal corporation;

(7) the word “municipality” means a territory erected for the purpose of municipal administration;

(8) the expression “officer or employee of the Regional Government” means any officer or employee of the Regional Government, with the exception of the regional councillor;

(9) the word “ordinance” means an enactment of the Regional Government which shall apply within the municipalities, save where expressly provided otherwise;

(10) the expression “regional councillor” means the councillor elected to represent the municipal corporation in the Regional Government;

(11) the word “territory” means the entire area within the limits of the Province of Québec north of the 55th parallel of latitude except Category IA Lands and IB Lands of the Crees of Great Whale.

3. For the purposes of this act, the population of the territory shall be that shown in the last census recognized as valid for such purposes by an order of the Lieutenant-Governor in Council published in the *Québec Official Gazette*.

The Lieutenant-Governor in Council may authorize the Regional Government to undertake the required census.

4. Error or insufficiency in the designation of the Regional Government in any document executed by the council, the executive committee, their officers or any other person, or in the declaration of the quality of such officer or person, provided no surprise or injustice result therefrom, shall not render such act null.

5. No suit, defence or exception, founded upon the omission of any formality, even imperative, in any act of the council, the executive committee or of an officer of the Regional Government, shall prevail, unless the omission has caused actual prejudice or it be of a formality whose omission, according to the provisions of the law, would render null the proceeding from which it was omitted.

6. When an oath is required, it is taken before any person authorized by law to administer it.

7. Whenever any deposition or information is required to be given under oath, on behalf of the Regional Government, such deposition or information may be given by any regional councillor or officer of the Regional Government authorized for such purposes.

8. The language of communication of the Regional Government shall be in accordance with the laws of general application in Québec; in addition, every person may address the Regional Government in Inuttituut and the Regional Government shall ensure that such person can obtain available services from and can communicate with it in Inuttituut; and in the sittings of the council, whoever has a right to be heard may use Inuttituut at his option.

The council shall have the right to make copies of the books, records, notices and proceedings of the Regional Government in Inuttituut.

Title I – Constitution and Jurisdiction of the Regional Government

9. The inhabitants of the municipalities in the territory and their successors, and the municipalities themselves, whether erected under this act or any general law or special act, shall be a public corporation under the name of “Kativik Regional Government”.

10. The Regional Government shall be a corporation within the meaning of the Civil Code; it shall have the general powers of such a corporation and such special powers as are assigned to it by this act.

11. The corporate seat of the Regional Government shall be within the territory, at such place as it shall determine by ordinance, a notice of which shall be published in the *Québec Official Gazette*; it may also in the same manner transfer such corporate seat to any other place within the territory.

12. The powers of the Regional Government shall be exercised by the council, except as regards those matters which are declared to be within the jurisdiction of the executive committee.

13. The Regional Government shall have jurisdiction over the whole of the Territory and its orders shall be obligatory for all persons subject to its jurisdiction.

14. (1) Any territory not erected into a municipality is, until erected into a municipality or annexed to an adjoining municipality, administered and governed by the Regional Government and its officers, with the same privileges, rights and obligations as if the Regional Government and its officers were the municipal corporation and officers of such Territory within the meaning of Schedule 2 of Section 12 of the Agreement.

(2) The inhabitants and ratepayers of such territory so governed by the Regional Government and its officers are alone subject to all obligations arising either from the law or from the municipal enactments in force therein, in the same manner as if such territory was organized into a municipal corporation.

(3) Unless already subject to the approval of the Québec Municipal Commission, any by-law passed by the Regional Government under this article shall come into force upon approval by the Minister of Municipal Affairs. The Minister shall communicate his decision to the Regional Government as soon as is reasonably possible.

Title II – Administration of the Regional Government

15. Subject to the provisions of article 14 of Schedule 2 of Section 12 of the Agreement, the following persons shall not be nominated for, elected or appointed to the council of the Regional Government :

(1) Any person who has, directly or indirectly, by himself or his partners, any contract with the Regional Government unless the description of all such contract has been publicly posted in the offices of the Regional Government and of all municipal corporations at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. Acceptance of or application for services available to ratepayers according to a fixed tariff shall not be deemed to be a contract with the Regional Government.

Nevertheless, a shareholder in any incorporated company which has any contract or agreement with the Regional Government or which receives any grant or subsidy therefrom shall not be disqualified from holding office; but he shall be deemed to be interested if any discussion should arise before the council or the executive committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or the local Inuit Community Corporations to be formed or one of their subsidiaries in which case he shall only be deemed to be interested if he is an officer or director of such corporations;

(2) Whenever the office of regional councillor is in question,

(a) any persons who are responsible for moneys belonging to the Regional Government, or

(b) who are sureties for any employee of the Regional Government or

(c) who receive any pecuniary allowance or other consideration from the Regional Government for their services, otherwise than under a legislative provision, save, in the case of (c), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the Regional Government and of all municipal corporations at the time of his nomination, election or appointment and remains so posted, with all additions and deletions, if any, at all times during his tenure of office.

16. No person may act as a regional councillor nor hold any office in the Regional Government unless he is eligible and possesses at all times the qualifications required by law. Disqualification as regional councillor shall carry disqualification as councillor of the municipal corporation.

Chapter 1 : Council of the Regional Government

Division 1 : General Provisions

17. Subject to those matters which are declared to be within the jurisdiction of its executive committee, the Regional Government shall be represented and its affairs administered by its council. Such council shall be known and styled by the name of : “The council of the Kativik Regional Government”.

18. The council must directly exercise the powers conferred upon it by this act; it cannot delegate them.

Nevertheless, the council may appoint committees composed of as many of its members as it deems advisable, with power to examine and study any question. In such case the committees must render account by report but no report of a committee has any effect until it has been adopted by the council at a regular sitting.

19. Ordinances, by-laws, resolutions and other enactments of the Regional Government must be passed by the council in session.

20. No vote given by a person illegally holding office in the Regional Government and no act in which in such capacity he has participated can be set aside, with respect to persons who have acted in good faith, solely by reason of the illegal exercise of such office.

Division 2 : Composition

21. Each municipality shall be represented by one regional councillor to the Regional Government.

22. Any regional councillor may resign his seat in the council by transmitting his resignation signed by himself to the secretary; the term of office of the regional councillor shall expire upon the delivery of such resignation in writing to the secretary who shall transmit it to the council at the next sitting. Resignation as regional councillor shall carry resignation as councillor of the municipal corporation.

23. The regional councillors who are appointed members of the executive committee shall retain their seats on the council and shall be entitled to vote on any motion, matter or report submitted to the council.

24. Within the first fifteen days of his term of office, the regional councillor shall inform the secretary in writing of the address at which all official communications of the Regional Government are to be sent to him. He may in the same manner change such address.

25. A speaker and deputy-speaker of the council shall be appointed from among the regional councillors by resolution of the council. They shall hold office for the duration of their term as regional councillors, but if they cease to be members of the council before the expiry of such term, their tenure of office as speaker or deputy-speaker shall end on the date when they cease to be members of the council.

26. If the speaker or deputy-speaker of the council resigns, the resignation shall take effect upon the date on which the secretary of the Regional Government receives a written notice to that effect, signed by the person resigning.

Any vacancy must be filled within thirty days of the date when it occurs.

27. the Lieutenant-Governor in Council shall fix the remuneration of members of the council.

28. (1) The council may authorize the payment of the expenses actually incurred by one of its members on behalf of the Regional Government provided that such expenses have been approved by such council.

(2) Such amount as is fixed by ordinance of the Regional Government shall be deducted from the salary of any member of the council for each day on which the council sits, if such member of the council does not attend such sitting, unless his absence is due to it being impossible in fact for such member to attend such sitting.

(3) At the request of one of its members who has absented himself from a sitting, it shall be the duty of the council to decide finally whether it was in fact impossible for such member to attend such sitting. Such request must be made at the next sitting which such member of the council attends, whether such sitting is regular or special and whether or not such item appears on the agenda paper for such sitting.

29. The speaker and the deputy-speaker of the council shall be entitled to the additional remuneration fixed by the Lieutenant-Governor in Council and paid by the Regional Government.

Division 3 : Meetings of the Council

30. The council sits at the office of the Regional Government unless it has fixed by resolution upon some other place within the limits of the territory. The sittings of the council shall be public.

The first general sitting of the council shall be held on the fourth Wednesday following the election of the regional councillors at the hour of nine o’clock in the forenoon at the usual place for community meetings in Quartaq (Koartac).

31. The speaker of the council shall preside over the meetings of the council. He shall maintain order and decorum during the sittings of the council; he may cause to be expelled from a sitting of the council any person who disturbs order there.

The deputy-speaker of the council shall exercise all the powers of the speaker of the council, if such speaker is absent or refuses or is unable to act.

32. The majority of the regional councillors shall constitute a quorum for the transaction of business. If there be no quorum, two councillors, half an hour after it being established that there is no quorum, may adjourn a meeting to a later date.

Notice of such adjournment must be given by the secretary to all regional councillors who were not present at such adjournment.

33. Regular meetings of the council shall be held at least once every three months. The date of each of such meetings shall be fixed by the council and the notice of convocation shall mention that it is for a regular meeting.

At all the regular meetings of the council, the heads of departments and the executive committee shall report to the council on the matters within their respective competence.

34. The agenda paper for each regular meeting of the council must be prepared by the secretary.

35. The special meetings of the council shall be called by the secretary upon the request of the chairperson of the executive committee or of the executive committee itself, or upon the written application of not less than four members of the council; the notice of convocation shall be in lieu of the agenda.

At a special meeting of the council, and at any adjournment of such meeting, only the business specified in the notice of convocation shall be considered.

36. Notice of convocation and of the agenda for every regular meeting must be given by the secretary to each member of the council, at least fifteen days before the meeting.

37. Whenever, at a special or regular meeting, the business submitted could not be entirely disposed of on the first day, the council must adjourn to a subsequent date.

38. The decisions of the council shall be taken by majority vote.

Each member of the council shall have one vote and one additional vote if he represents more than 500 inhabitants according to the last official census.

The speaker must vote as a member of the council, but he shall not have a casting-vote. In the case of a tie in the vote, the question shall be resolved in the negative.

39. Every member present at a meeting of the council is bound to vote, unless he is exempted or disbarred therefrom by reason of personal interest.

40. Every vote must be given orally and, upon demand, the votes are entered in the minute book of the council.

No member of the council shall vote on any matter in which he has a direct pecuniary interest either through himself or through a partner; the acceptance of or requisition for services made available to the public according to an established tariff shall not be deemed a direct pecuniary interest.

In case of dispute, the council shall decide whether the member has a personal interest in the matter, and such member shall not vote on the matter of his interest.

Should an interested member of the council give his vote without objection, such vote does not nullify the proceedings of the council with respect to third parties in good faith.

41. If the majority of the members of the council have a personal interest in any question submitted to their decisions, such question must be referred to the Lieutenant-Governor in Council, which, in respect of the

consideration and decision of such question, possesses all the rights and privileges, and is subject to all the obligations of the Regional Government.

42. The minutes of the proceedings of the council shall be kept and entered in a book kept for such purpose by the secretary; they shall be signed by the member who presided over the meeting and by the secretary; they shall be open to the inspection of all interested persons who wish to examine them.

Chapter 2 : Executive Committee of the Regional Government

Division 1 : Composition

43. The executive committee shall consist of five members appointed by resolution of the council from among the regional councillors, including a chairperson and a vice-chairperson designated as such by the council.

44. The offices of speaker and deputy-speaker of the council shall be incompatible with those of chairperson and vice-chairperson of the executive committee.

45. The members of the executive committee shall hold office for the duration of their term as regional councillors, but if they cease to be members of the council before the expiry of such term, their tenure of office as members of the executive committee shall end on the date when they cease to be members of the council.

In the case of the resignation of a member of the executive committee, the resignation shall take effect upon the date of receipt by the secretary of a written notice to such effect, signed by the person resigning.

46. Any vacancy on the executive committee shall be filled by resolution of the council within thirty days of the date on which it occurs.

47. The chairperson must devote all his time to the service of the Regional Government and shall not have any other remunerative employment or occupation or hold any other public office, except as member of the local council of the municipal corporation which he represents.

48. The chairperson and the vice-chairperson of the executive committee and the other members of such committee shall be entitled to the remuneration and pension fixed by the Lieutenant-Governor in Council. However, such remuneration and pension shall be paid by the Regional Government.

The executive committee may authorize the payment of the expenses actually incurred by one of its members on behalf of the executive committee provided they have been authorized by such committee.

The provisions of article 28 shall apply, *mutatis mutandis*, to the members of the executive committee.

Division 2 : Functions

49. The executive committee shall be responsible for the management of the affairs of the Regional Government. It shall see that the law, the ordinances, the by-laws, the resolutions and decisions of the council and contracts are complied with and carried out.

For such purposes, it may of its own motion take all such steps as it deems expedient and give appropriate instructions to the officers of the Regional Government; the executive committee may require directly of any officer of the Regional Government any information that it needs.

50. The executive committee, with the approval of the council, may make a resolution respecting its government and its internal management, subject to the provisions of this act.

51. The executive committee shall prepare and submit to the council for its approval :

(a) every demand for the appropriation of the proceeds of loans, subsidies and grants or for any other credit required;

(b) every demand for a transfer of funds or credits already voted;

(c) every report recommending the granting of franchises and privileges; and

(d) every plan of classification of functions and of the salaries attached thereto.

52. The executive committee may in its own right, and must at the request of four members of the council, make a report to the council on any matter within the competence of the executive committee or any other question submitted by the council.

The executive committee shall furnish the council with any information which is requested of it in writing by a member of the council.

53. The executive committee must submit to the council every draft contract involving an expenditure of more than $5,000 or an expenditure not provided for in the budget.

The executive committee may, if so authorized by ordinance of the council, grant to the lowest bidder contracts involving an expenditure of not more than $10,000; subject to the provisions of article 124 it may also, after calling for tenders and without the council's authorization, award any contract the price whereof does not exceed the amount placed at its disposal for the purpose.

54. Except where otherwise provided, the appropriations voted by the council, either by the budget or out of the proceeds of loans, subsidies or grants or otherwise, shall remain at the disposal of the executive committee which shall see that they are used for the purposes for which they were voted, without further approval by the council.

55. The executive committee shall authorize the payment of all sums due by the Regional Government, observing the formalities, restrictions and conditions prescribed by this act.

56. The chairperson of the executive committee shall direct the affairs and activities of the Regional Government and its officers and employees over whom he shall have a right of supervision and control. He shall see that the ordinances of the Regional Government and the decisions taken by it are faithfully and impartially observed and carried out.

He shall be a member ex officio of every commission constituted by the Regional Government.

57. The vice-chairperson of the executive committee shall exercise all the powers of the chairperson if the latter is absent or unable to act.

Division 3 : Meetings of the Executive Committee

58. The meetings of the executive committee shall be presided over by the chairperson of such committee; in the case of absence or inability to act of the chairperson or of a vacancy in his office, they shall be presided over by the vice-chairperson; in the case of absence or inability to act of both, or of a vacancy in the office of both, the members present shall appoint one of their members to replace the vice-chairperson temporarily.

59. The sittings of the executive committee shall be held at the place and time and on the day fixed by the resolution passed under article 50 of this act.

60. Three (3) members shall constitute a quorum of the executive committee.

61. Each member of the executive committee shall have one vote.

62. Every report and resolution of the executive committee shall be signed by the person who presided over the meeting at which they were adopted, and by the secretary.

Chapter 3 : Administrative Departments and Officers

Division 1 : General Provisions

63. The council may establish by ordinance the various departments of the Regional Government, establish the scope of their activities and define their duties. The heads of such departments shall be appointed by the executive committee subject to ratification by the council.

64. (1) The council shall appoint a secretary, a manager and a treasurer. Any vacancy in the offices of secretary, manager and treasurer must be filled by the council within a delay of thirty days.

(2) the council, by ordinance, may define such of their duties as are not defined by this act. The council, if it deems it expedient, may appoint a single person to fill the offices of secretary and treasurer. In such case the officer filling such offices shall then be known as the secretary-treasurer, and he shall have the same rights, powers and privileges, and shall be liable to the same obligations and penalties as those determined and prescribed for such offices.

(3) However, the executive committee shall fix their salaries and their other conditions of employment.

(4) The executive committee may, to secure the execution of the ordinances of the Regional Government and of the requirements of the law, appoint all other officers, dismiss and replace them, including an assistant secretary, an assistant treasurer and an assistant manager to replace the person whose assistants they are, whenever such persons are absent or unable to act.

65. Before entering upon his duties, every officer is bound to take an oath of office. On his failure to do so, he shall be considered to have refused to discharge the duties of the office to which he has been appointed.

66. No act, duty, writing or proceedings executed in his official capacity by an officer of the Regional Government who holds office illegally can be set aside solely on the ground of his so holding such office illegally.

67. The Regional Government is responsible for the acts of its officers in the performance of the duties for which they are employed as well as for damages resulting from their refusal to discharge or their negligence in discharging their duties, saving its recourse against such officers, the whole without prejudice to a recourse in damages against the officers by those who have suffered damages.

68. The executive committee shall fix the salaries and other conditions of employment of the officers of the Regional Government. It may establish and maintain or assist in the establishment or maintenance of relief or retirement funds or pension plans for its officers and employees, or for their relatives and dependant persons, and pay premiums for them, the whole subject to the Supplemental Pension Plans Act.

Division 2 : The Manager

69. Subject to the provisions of this act, the manager shall have the following functions and duties :

(a) under the authority of the executive committee, to manage the affairs of the Regional Government;

(b) as mandatary of the executive committee, to exercise authority over the heads of departments and officers of the Regional Government with the exception of the secretary;

(c) to ensure coordination between the executive committee and the heads of departments;

(d) to transmit to the executive committee any correspondence sent to him by the departments of the Regional Government;

(e) to attend the meetings of the executive committee;

(f) to have access to all the Regional Government’s records;

(g) to compel any officer or employee of the Regional Government to furnish him with all information and documents which he requires;

(h) under the authority of the executive committee, to ensure the carrying out of the plans and programmes of the Regional Government;

(i) to obtain, examine and present to the executive committee projects prepared by heads of departments on matters requiring the approval of the executive committee or of the council;

(j) to coordinate the budgetary estimates of the various departments and present them to the executive committee;

(k) to satisfy himself that the money of the Regional Government is used in accordance with the appropriations comprised in the budget, ordinances and resolutions;

(l) to submit forthwith to the executive committee the list of accounts payable; and

(m) to give an annual report in writing to the council upon all matters connected with its duties;

All communications between the executive committee and the officers of the Regional Government shall be made through the manager.

Division 3 : The Secretary

70. The secretary is the custodian of all the books, records, registers, plans, maps, archives and other documents and papers which are either the property of the Regional Government or are deposited, filed and preserved in the office of the Regional Government.

71. The secretary must attend every sitting of the executive committee and of the council and draw up minutes of all the acts and proceedings thereof in registers kept for those purposes and called “Minute Book of the Executive Committee” and “Minute Book of the Council”, respectively.

Whenever an ordinance or a resolution is amended or repealed, mention must be made thereof in the margin of the minute book opposite such ordinance or resolution together with the date of its amendment or repeal.

72. The minutes of the sittings of the executive committee, approved and signed by the chairperson of such committee and by the secretary, and the minutes of the sittings of the council, approved and signed by the speaker of the council and by the secretary, shall be taken as evidence of their contents; the same shall apply to documents or copies emanating from the Regional Government and forming part of its records, when certified by the secretary. The secretary shall sign all the contracts of the Regional Government.

73. The secretary shall issue to any person applying therefor, upon payment of the fees determined by the council, copies of or extracts from any book, roll, register and other documents which form parts of the archives.

Division 4 : The Treasurer

74. The treasurer shall direct the treasury department.

75. The Regional Government may require of any person employed by it as treasurer such security as it may deem necessary.

Such security shall be a guarantee of the faithful performance of the duties of the treasurer, of his accounting for and paying over all public and other moneys entrusted to him or under his control to the persons authorized or entitled to receive the same; of his faithful performance of the obligations imposed upon him; and of the payment of the damages occasioned to any person through his negligence, misconduct or malversation.

76. The treasurer shall collect all moneys payable to the Regional Government and, subject to all other legal provisions, shall deposit in any legally constituted bank, savings and credit union or trust company which may be designated by the council, all moneys belonging to the Regional Government and shall allow them to remain

there until they are employed for the purposes for which they were levied or received or until disposed of by the council.

77. All cheques issued and promissory notes executed by the Regional Government must be signed jointly by the chairperson of the executive committee and the treasurer of the Regional Government.

78. The treasurer pays out of the funds of the Regional Government all sums of money due by it whenever by resolution he is authorized so to do by the council or the executive committee.

79. (1) The treasurer is bound to keep books of account in which he enters by order of date, the receipts and expenditures mentioning the persons who have paid moneys into his hands or to whom he has made a payment.

(2) He must obtain and keep vouchers for all payments he has made for the Regional Government, produce them for audit and inspection and file them among the archives of the Regional Government.

(3) Such books shall be kept in the form prescribed or approved by the Minister of Municipal Affairs, or in accordance with the system established by the Lieutenant-Governor in Council.

80. Within thirty (30) days from the end of any fiscal year of the Regional Government or upon the request of the Minister of Municipal Affairs, the treasurer shall transmit to the Minister of Municipal Affairs a return showing :

(1) the name of the Regional Government;

(2) a summary and description of the total area of land within the territory;

(3) the value of the property of the Regional Government;

(4) the number of persons resident in the territory;

(5) the amount of subsidies and grants received within the year and their source;

(6) the amount raised by loan within the year and the amount of interests due upon such loans;

(7) all debts of the Regional Government;

(8) the expenditures for salaries and other expenses of the Regional Government and all other expenditures;

(9) the amount deposited at interest or invested by the Regional Government; and

(10) any other statement which the Minister of Municipal Affairs may require.

Title III – Notices

81. Every notice is either special or public. Every special notice may be given verbally or in writing; public notices must be in writing.

82. Every special notice given in writing must be either delivered by the person who gives it or posted in the office of the Regional Government and in the offices of each municipal corporation. Every public notice is given by posting a copy of such notice in the office of the Regional Government and in the offices of each municipal corporation.

83. Every notice in writing must be attested by the person who gives it and must contain :

(1) the name of the Regional Government, when such notice is given by a regional councillor or an officer of the Regional Government;

(2) the name, official capacity and signature of the person who gives it;

(3) a sufficient description of those to whom it is addressed;

(4) the place where and the time when it is made;

(5) the object for which it is given; and

(6) the place, day and hour at which those summoned to answer such notice must do so.

84. The original of every notice in writing must be accompanied by a certificate of delivery or of posting.

The original of such notice and the certificate which accompanies it must be filed by the person who has given it in the office of the Regional Government to form part of the archives thereof.

85. The certificate must set forth :

(1) the name, residence, official capacity and signature of the person who has given it;

(2) a summary statement of the manner in which the notice was delivered or posted;

(3) the place, day and hour of delivery or posting.

Such certificate is written either on the original notice or on a paper annexed thereto.

86. In the case of a special notice given verbally, the affirmation of the person who gave such notice takes the place of the certificate of delivery or posting; such affirmation is only required in case of contestation and must contain the object of the notice.

Any document, order or proceeding of the Regional Government must be posted in the same manner as public notices.

Title IV – Resolutions

87. The Regional Government shall decide and exercise by resolution all acts of administration concerning it which are not incompatible with the provisions of this act. All powers not required to be decided and exercised by ordinance shall be exercised and decided by resolution.

Title V – Ordinances of the Regional Government

Chapter 1 : Formalities respecting ordinances

Division 1 : Passing, Publication and Coming into Force of Ordinances

88. A copy of every ordinance which the executive committee proposes to the council shall be sent with the notice of convocation of the meeting at which it is to be considered.

89. The original of an ordinance, to be authentic, shall be signed by the speaker of the council and by the secretary.

If it was necessary to submit an ordinance for the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission before it could come into force, a certificate under the signature of the speaker of the council and of the secretary certifying the date and the fact of each of these approvals must accompany and form part of the original of such ordinance.

90. The original of every ordinance shall be entered at length in a special book entitled “Register of the Ordinances of the Kativik Regional Government”.

The secretary must further indicate at the end of every ordinance the date of the posting-up of the notice of publication of such ordinance.

91. Except where otherwise provided by law or by the ordinance, every ordinance of the Regional Government shall come into effect and have force of law on the day of the publication thereof.

92. Every ordinance is published within thirty (30) days of the passing thereof or of its final approval, if it has been submitted for approval, by public notice mentioning the object of the ordinance, the date of the passing

thereof and the place where communication thereof may be had. Such notice is given under the hand of the secretary and posted in the ordinary manner.

If the ordinance has received one or more approvals, the notice of publication must mention the date and the fact of each of these approvals.

When an ordinance has not been published within the delays provided by this section, the Minister of Municipal Affairs may authorize its publication within such additional delays as it may determine.

93. Every ordinance which comes into force only at some stated period must be published again by posting at least fifteen days before its coming into force.

94. Every ordinance remains in force and is executory until it has been amended, repealed or annulled by competent authority or until the expiration of the period for which it was made.

95. No ordinance can be repealed or amended except by another ordinance. No ordinance which, before coming into force and effect, was submitted to one or more approvals can be amended or repealed except by another ordinance approved in the same manner.

Division 2 : Penalties Enacted by Ordinances and Recovery of Fines

96. (1) The Regional Government may impose, by any ordinance within its powers, for every infraction of an ordinance a fine not exceeding five hundred dollars.

(2) Whenever, instead of a fixed penalty, an ordinance provides either a maximum and minimum penalty, or a maximum penalty only, the court may, at its discretion, impose, in the first instance, such penalty as it may see fit within the limits of such maximum and such minimum and, in the second instance, such penalty as it may see fit up to the extent of such maximum.

(3) The court convicting an accused for the breach of an ordinance may, in addition to any punishment it may impose, order that person to refrain from committing any further such offence or to cease to carry on any activity specified in the order, the carrying on of which will or is likely to result in the committing of any further such offence. Breach of such an order shall constitute an offence punishable by contempt of court.

97. No penalty can be imposed for the violation of any ordinance unless it is fully described and set forth therein.

If the infraction of an ordinance continues, such continuation shall constitute a separate offence, day by day, save in the case of good faith.

98. Fines imposed by the ordinances of the Regional Government shall be recoverable on summary proceeding in accordance with Part I of the Summary Convictions Act.

99. All fines incurred by the same person may be included in the same suit.

100. Every prosecution for the recovery of such fines shall be begun within six months from the date when they were incurred, and cannot be brought thereafter.

Such prosecution may be brought by any person of age, regardless of whether he has suffered any special damage, in his own name, or by the Regional Government.

101. Fines recovered in virtue of the ordinances of the Regional Government or of the provisions of this act shall belong, unless it be otherwise provided, one-half to the prosecutor and the other half to the Regional Government.

If the prosecution has been brought by the Regional Government, the fine shall belong wholly to it. If the fine be due by the Regional Government, it shall belong wholly to the prosecutor.

102. Where any ordinance of the Regional Government is contravened, in addition to any other remedy and to any penalty imposed by the ordinance, such contravention may be restrained either by action at the instance of an inhabitant or municipal corporation in the territory against the infringer or by mandamus at the instance of such inhabitant or municipal corporation against the Regional Government to compel it to take proceedings necessary for preventing its violation.

Division 3 : Approval and Disallowance of Ordinances

103. Unless otherwise provided, approval of the ordinances by the council shall be sufficient.

104. Whenever it is required that an ordinance must, before having force or effect, receive the approval of the Lieutenant-Governor in Council, the Minister of Municipal Affairs, or the Québec Municipal Commission, the secretary must forward it to the authority whose approval is required with certified copies of all documents tending to inform of the fulfillment of the provisions of the law and of the advisability of the passing of such ordinance.

105. Neither the Lieutenant-Governor in Council nor the Minister of Municipal Affairs nor the Québec Municipal Commission is obliged to approve an ordinance unless it has satisfied itself of the fulfillment of the formalities required for the passing of such ordinance.

For such purpose, they may exact from the Regional Government all the documents and information as they deem necessary for assuring themselves of the usefulness of the ordinance or the provisions of such ordinance submitted to their approval.

106. The approval by the Lieutenant-Governor in Council, the Minister of Municipal Affairs or the Québec Municipal Commission of an ordinance or other proceedings adopted by the Regional Government, in the cases where such approval is prescribed by a provision of this act, has no other effect than that of rendering such ordinance or proceeding executory according to the law, and this may be done with the same effect in the form of an authorization.

Such approval may be of a part only or qualified.

107. A copy of every ordinance passed by the Regional Government must be transmitted without delay to the Minister of Municipal Affairs and to each municipal corporation.

The Lieutenant-Governor in Council may, within the three months following the receipt of such copy by the Minister, disallow the ordinance in whole or in part, unless he or the Minister has previously approved it.

Notice of such disallowance shall be published in the *Québec Official Gazette* and, from the day of such publication, the ordinance shall be null and void.

Division 4 : Contestation and Quashing of Ordinances

108. Any person and any municipal corporation in the territory may, by motion, apply for and obtain, on the ground of illegality, the quashing of any ordinance or part of any ordinance of the Regional Government.

Such motion shall be presented to the Superior Court having jurisdiction in the territory which shall have exclusive jurisdiction in such matters. Such recourse shall not exclude nor affect that permitted by article 33 of the Code of Civil Procedure.

109. The motion shall set forth, in a clear and precise manner, the reasons alleged in support of the application, and shall be accompanied by a certified copy of the ordinance impugned, if such copy could be obtained.

If such copy could not be obtained, the court or the judge of the Superior Court, upon application, shall order the production thereof by the secretary of the Regional Government.

110. The motion shall be served upon the secretary of the Regional Government one month at least before it is presented to the court.

111. Before service of the motion, the applicant shall give security for costs in the usual manner; otherwise such motion shall not be received by the court.

112. There shall be no appeal from interlocutory judgments rendered in an action to quash an ordinance; they may be revised at the same time as the final judgment if an appeal is brought from the latter.

113. (1) The court may quash such ordinance in whole or in part and order the service of such judgment upon the secretary of the Regional Government and order the same to be published by public notice.

(2) Every ordinance or part of an ordinance so quashed shall cease to be in force from the date of the judgment.

114. The Regional Government shall alone be responsible for the damages and suits which may arise from the putting into force of any ordinance or part of an ordinance the quashing of which has been so obtained.

115. The right to apply for the quashing of an ordinance shall be prescribed by three months from the coming into force of such ordinance.

Chapter 2 : Competence of the Regional Government

Division 1 : General provisions

116. The Regional Government shall have in its territory such competence as is provided in this act in the following matters :

a) local administration;

b) transport and communications;

c) justice;

d) health and social services;

e) education;

f) economic development; and

g) environment, resources and land use management.

117. The power to regulate shall include, when necessary the power to prohibit, revoke and suspend.

118. The power to make ordinances shall involve, in the case of articles 129 and 133, that of licensing and requiring permits and certificates and of exacting fees for licenses, permits and certificates and of establishing a tariff of fees therefor.

Such power shall also involve that of appointing officers and inspectors as the Regional Government may deem fit for the proper application of such ordinances and of defining their duties.

119. The Regional Government may, with the authorization of the Minister, make with any public body, including a municipality, a community, an association and a school board, agreements respecting the exercise of its competence; it may then carry out such agreements and exercise the rights and privileges and fulfil the obligations arising therefrom, even outside its territory.

If an agreement is contemplated with the Government of Canada, any body thereof or any public body mentioned in the preceding paragraph and situated outside of the Province of Québec, prior authorization of the Lieutenant-Governor in Council shall be necessary.

120. The Regional Government may make ordinances to take a census of the inhabitants of the territory, for the purpose of ascertaining their number, and of obtaining statistics regarding their social and economic condition.

121. The Regional Government may acquire by expropriation any immoveable, part of an immoveable or any real right, within the limits of its territory, which it may require for the establishment of regional or intermunicipal utilities or facilities.

However, in the case of an immoveable, part of an immoveable or any real right set apart for a public use or not susceptible of expropriation according to some general law or special act, the prior authorization of the Lieutenant-Governor in Council shall be required.

The foregoing provisions of this article shall not be regarded as restricting the rights which the Regional Government may otherwise have to acquire, by mutual agreement, immoveables for the same purposes.

122. The Regional Government shall not in any way alienate moveable property the value of which exceeds $500 according to the manager's report, or otherwise alienate immoveable property, except by auction, by public tenders or in any other manner approved by the Québec Municipal Commission.

Subject to the preceding paragraph, the executive committee may sell any moveable or immoveable property the value of which does not exceed $10,000 according to the manager's report.

123. All public works of the Regional Government are performed at its expense and ordered by contract awarded and passed according to the rules set forth in articles 124 to 126.

124. (1) Unless it involves an expenditure of less than $10,000 no contract for the execution of works or the supply of equipment or materials shall be awarded except after a call for public tenders specifying the work to be performed;

(2) The delay for the receipt of tenders shall not be less than fifteen (15) days;

(3) Tenders shall not be called for nor shall the contracts resulting therefrom be awarded except on one or the other of the following bases :

a) for a fixed price;

b) at unit prices;

(4) All tenders must be opened publicly in the presence of at least two witnesses, on the day and at the hour and place mentioned in the call for tenders;

(5) All those who have tendered may be present at the opening of the tenders;

(6) The names of the tenderers and their respective prices must be mentioned aloud at the opening of the tenders;

(7) The Regional Government shall not be obliged to accept either the lowest or any other tender;

(8) The Regional Government shall not, without the previous authorization of the Minister of Municipal Affairs, award the contract to any person except the one who made the lowest tender within the prescribed delay;

(9) The contract shall be awarded by resolution and made in the name of the Regional Government.

125. Subject to the provisions of article 53, no contract is valid or binding upon the Regional Government unless the ordinance authorizing the work has provided for the appropriation of the moneys required for paying the costs of same.

126. The person to whom such work is awarded must give security to the satisfaction of the council for the due performance thereof and for the payment of all damages, interests and costs.

127. In addition to the other powers which it has under this act, the Regional Government may :

(a) make ordinances for its internal management and the conduct of its affairs;

(b) establish courses and training programmes for its officers and employees;

(c) undertake public information and education programmes; and

(d) carry out such studies as it deems necessary for the exercise of its competence whether such studies deal with the territory or with any other territory.

Division 2 : Local administration

128. The Regional Government must make ordinances :

(1) to review the municipal annual returns prepared under article 44 of Schedule 2 of Section 12 of the Agreement;

(2) to make recommendations to fill vacancies in local councils according to article 83 of Schedule 2 of Section 12 of the Agreement;

(3) to decide upon municipal matters whenever the majority of the members of a municipal corporation has a personal interest distinct from the general interest of the other ratepayers;

(4) to provide for the filing of municipal by-laws and other municipal documents transmitted to the Regional Government; and

(5) to establish conciliation services in the event of contested municipal elections, contestation of municipal by-laws and failure or refusal by any municipal corporation to enforce its own by-laws according to articles 76 to 79, 116 and 126 to 128 of Schedule 2 of Section 12 of the Agreement.

129. The Regional Government may, by ordinance, prepare minimum standards :

(1) for the construction of houses and buildings in its territory; such standards may vary in different parts of the territory according to the geography and nature of the regions;

(2) to ensure the sanitary condition of public and private property;

(3) to prevent the pollution of the waters within or adjacent to the municipalities and to provide for the cleansing and purification of municipal waters; and

(4) to regulate the sewerage of the municipalities.

The municipal corporations shall retain their competence in these matters until the Regional Government exercises its competence respecting such matters and to the extent that the Regional Government has refrained from doing so.

Any by-law of any municipal corporation contrary to or inconsistent with any provisions of an ordinance of the Regional Government respecting these matters shall cease forthwith to have effect.

No by-law of a municipal corporation respecting such matters shall validly impose standards which are inferior to those mentioned in the ordinance of the Regional Government.

130. From the coming into force of an ordinance of the Regional Government made under article 129, every by-law of a municipal corporation making, amending or repealing a by-law of such municipal corporation must be submitted to the Regional Government.

The Regional Government shall assure that the by-law so submitted confirms to article 129.

131. The Regional Government may, by ordinance, enter into an agreement with any municipal corporation, with the approbation of the Minister of Municipal Affairs, for the delegation to the Regional Government by the municipal corporation of the exercise and administration of those municipal services that the council of the municipal corporation so determines.

The period of time covered by such ordinance shall be two (2) years and is renewable.

132. The Regional Government may make ordinances to order that it shall have competence in the construction of low-rental dwellings and, from the coming into force of such ordinances, the Regional Government shall be a municipality for the purposes of the Québec Housing Corporation Act.

Division 3 : Transport and Communications

133. The Regional Government may make ordinances to establish and administer :

(1) regional and intermunicipal community radio and television aerials for the needs of those wishing to make use thereof and regulate the installation, maintenance, number and height of television and radio aerials; and

(2) regional and intermunicipal public transportation services and facilities.

134. The Regional Government may make ordinances :

(1) to prescribe a uniform type of highway and passageway signals to be used by all municipalities; and

(2) to determine minimum standards for road and street construction and maintenance.

The municipal corporations shall retain their competence in these matters until the Regional Government exercises its competence respecting such matters and to the extent that the Regional Government has refrained from doing so.

Any by-law of any municipal corporation contrary to or inconsistent with any provisions of an ordinance of the Regional Government respecting these matters shall cease forthwith to have effect.

No by-law of a municipal corporation respecting such matters shall validly impose standards which are inferior to those mentioned in the ordinance of the Regional Government.

Division 4 : Justice

135. The rights, powers, privileges and obligations of the Regional Government respecting justice and police are contained in Sections 20 and 21 of the Agreement respectively.

Division 5 : Health and Social Services

136. The rights, powers, privileges and obligations of the Regional Government respecting health and social services are contained in Section 15 of the Agreement.

Division 6 : Education

137. The rights, powers, privileges and obligations of the Regional Government respecting education are contained in Section 17 of the Agreement.

Division 7 : Economic Development

138. The rights, powers, privileges and obligations of the Regional Government respecting economic development are contained in Section 29 of the Agreement.

Division 8 : Environment, Resources and Land Use Management

139. The rights, powers, privileges and obligations of the Regional Government respecting environment, resources and land use management are contained in Section 23 of the Agreement.

Title VI – Financial Provisions

Chapter I : General Provisions

140. The fiscal year of the Regional Government shall begin on the first of January and end on the thirty-first of December of each year and the taxes and yearly assessments shall be payable at the dates determined by the council.

141. The Regional Government shall prepare and adopt its budget each year and maintain a balance between the revenues and expenditures provided for therein.

142. The executive committee shall draw up the budget of the Regional Government for the ensuing fiscal year; it shall deposit such budget with the secretary who, not later than the first of July, shall send to each member of the council a copy of such budget, and all the recommendations of the executive committee.

143. Such budget shall be submitted to the council not later than the fifteenth of July at a special meeting called for such purpose. Such meeting shall be adjourned as often as necessary and shall not be closed unless the budget is adopted.

Such budget shall be transmitted to the Minister of Municipal Affairs in the month of August of the year in which it was prepared.

Upon sufficient proof that the council has in fact been unable to adopt or transmit such budget within the prescribed delay, the Minister of Municipal Affairs may grant any additional delay that he may determine for such purpose.

144. During a fiscal year, the Regional Government may adopt any supplementary budget which it deems necessary.

145. Upon adopting its budget or a supplementary budget, the Regional Government may, by ordinance, for the purpose of paying its expenses or part of its expenses require an aliquot share of such expenses or of part of such expenses to be paid by each municipality in its territory in a manner prescribed by the Minister.

146. The head of each department shall be responsible for the management of the budget of his department, according to the provisions of this act, under the supervision of the executive committee.

147. The executive committee may transfer from one department to another the appropriations attributed to any of them in the budget, upon the recommendation of the heads of such departments and the approval of the council.

148. No ordinance or resolution of the council or report or resolution of the executive committee authorizing or recommending the expenditure of moneys shall have effect without a certificate by the treasurer attesting that there are available funds.

149. The funds appropriated by a budget during a fiscal year for specified works shall remain available during the ensuing fiscal year for the carrying out of such work, whether it has commenced or not.

150. (1) All sums of money not especially appropriated shall form part of the general fund of the Regional Government;

(2) Any subsidy or grant made to the Regional Government and not specially appropriated by the ordinance ordering the works or the expenditures may be paid in whole or in part to the general fund of the Regional Government;

(3) Whenever the Regional Government has collected a sum exceeding the sum required for the purposes for which such sum was raised, the surplus shall belong to the Regional Government and fall into the general fund thereof;

(4) All sums of money forming part of the general fund of the Regional Government may be employed for any purpose within the jurisdiction of the Regional Government.

151. The payment of the expenses of the Regional Government, including payment of interest on and amortization of its loans, shall be guaranteed by its general fund.

152. All fees, licences, fines, revenues, taxes, subsidies and grants accruing or belonging to or received by the Regional Government shall be paid to and received by the treasurer alone or by the officer designated by him for that purpose; and no other officer shall, under any pretext, receive them unless specially authorized by the council so to do.

153. The Regional Government may make such ordinances as it may deem expedient for the management and administration of its finances, and determine by whom and subject to what formalities payments out of the funds of the Regional Government shall be made.

154. The Regional Government may deposit at interest in a Canadian chartered bank, or invest in the public funds of Canada or Québec, or loan on first hypothec, any moneys belonging to it.

155. The treasurer shall be personally responsible for all moneys which he pays and which, to his knowledge, exceed the amount appropriated for such purpose.

156. The Regional Government shall not be subject to any tax for municipal purposes, but shall pay a compensation for the municipal services and local improvement works from which it benefits directly. Failing agreement on the amount of such compensation, such compensation shall be determined by the Québec Municipal Commission.

Chapter 2 : Loans

157. The Québec Municipal Commission may authorize the Regional Government upon application made to it by a mere resolution of the council, to contract one or more loans upon the conditions and for the period which the Commission determines.

The conditions so determined by the Commission shall govern such loans notwithstanding any contrary or incompatible provisions of a general or special act limiting the amount of loans and determining the period for their reimbursement.

The provisions of this article shall apply to every loan contracted by the Regional Government.

Chapter 3 : Audit of the finances of the Regional Government

158. (1) The council, at its last general sitting in any year shall appoint for the fiscal year ending on the ensuing thirty-first of December, one or more auditors for the auditing of the accounts of the Regional Government.

(2) Such auditors may be individuals or members of a partnership and may entrust the work to their employees, but then the responsibility of the auditors shall be the same as if such work had been entirely performed by such latter.

(3) They shall make a report of their examination to the council within sixty (60) days after the expiration of the fiscal year.

(4) A copy of such report, certified by the treasurer, must be sent forthwith by the treasurer to the Minister of Municipal Affairs.

(5) The council may order any other examination it may deem necessary and call for a report.

159. Any surplus or deficit for a fiscal year shall be entered in the revenues or expenses of the budget for the ensuing fiscal year according to the report of the auditors.

160. (1) At any time of the year, if so required in writing by at least five (5) electors of the municipal corporation, the council shall also order a special audit of the audit of the accounts of the Regional Government for one or more of the last five (5) years, provided that no such audit has already been made for the same years under this article.

(2) The costs of such audit shall be payable by the responsible officer of the Regional Government, if he has been guilty of embezzlement or if, having been found short in his accounts, he fails to repay the balance within the delay fixed by the last paragraph; otherwise the costs shall be payable by the persons who demanded the audit, unless the audit is of advantage to the Regional Government.

(3) The demand for an audit under this article must be accompanied by a deposit of one hundred dollars ($100.00), which shall be returned to the petitioners if the costs of the audit are not charged to them.

(4) Any auditor appointed for such purposes may be an individual or a partnership, and may entrust the work to his or its employees, but then the responsibility of such auditor shall be the same as if such work had been entirely performed by the auditor himself.

(5) Within thirty (30) after the service upon him of a copy of the report of the audit, the defaulting officer of the Regional Government must pay the amount of the balance which he has been found to owe, as well as the costs of the audit.

161. All actions or claims against the treasurer resulting from his administration are prescribed by five (5) years from the date on which the shortage of his account is reported by the auditor to the council.

162. The provisions of this chapter shall nowise affect the recourse of the Regional Government under the security given by the treasurer.

Title VII – Proceedings Against the Regional Government

163. When any suit or action is commenced against the Regional Government, service therein shall be made upon the secretary or any other designated officer of the Regional Government at his office or domicile.

164. Any provisions of law to the contrary notwithstanding, no judgment rendered against the Regional Government for a pecuniary condemnation only shall be executory before the expiration of thirty (30) days of the date thereof.

165. Whenever a copy of a judgment condemning the Regional Government to pay a sum of money has been served at the office of the Regional Government, the treasurer shall forthwith, upon being authorized by the executive committee pay the amount thereof out of the funds at his disposal.

166. The court which rendered the judgment may, on motion, grant to the Regional Government any delay which it deems necessary to levy the moneys required.

Title VIII – General provisions

167. The amounts or percentages mentioned in articles 53, 96(1), 122 and 160(3) may be increased and those mentioned in article 124(1) may be reduced by proclamation of the Lieutenant-Governor in Council.

168. The Regional Government shall be a municipality within the meaning of the Municipal Affairs Department Act (Revised Statutes, 1964, chapter 169), the Municipal Commission Act (Revised Statutes, 1964, chapter 170), the Municipal Bribery and Corruption Act (Revised Statutes, 1964, chapter 173), the Municipal Aid Prohibition Act (Revised Statutes, 1964, chapter 176), the Public Health Act (Revised Statutes, 1964, chapter 161), the Water Board Act (Revised Statutes, 1964, chapter 183), the Municipal School Debt and Loan Act (Revised Statutes, 1964, chapter 171) and a municipal corporation within the meaning of the Labour Code, and the said acts shall apply *mutatis mutandis* to the Regional Government.

169. The laws of Québec shall apply to the Regional Government insofar as they are applicable and not derogated from by the provisions of this Schedule.

170. This act shall come into force on a date to be fixed by proclamation of the Lieutenant-Governor in Council.

JBNQA, Sch. 2
A. corr.

SECTION 14.0

Cree Health and Social Services

14.0.1 Except if elsewhere expressly provided herein, the laws of general application respecting health services and social services shall apply to the Crees in the Territory.

14.0.2 Québec shall establish forthwith upon the execution of the Agreement, and in accordance with the provisions of this Section, a Cree Regional Board of Health Services and Social Services, in order to exercise the powers and functions of a Regional Council within the meaning of the Act respecting Health Services and Social Services (L.Q. 1971, c. 48).

14.0.3 The said Cree Regional Board shall be responsible for the administration of appropriate health services and social services for all persons normally resident or temporarily present in the Region described in paragraph 14.0.5, in conformity with the said law.

14.0.4 The said Cree Regional Board shall also take over and exercise the powers and functions of the existing establishment at Fort George, as well as other establishments hereafter created. The said Board shall also be vested with the ownership of all the assets of the said establishment at Fort George. The Cree Regional Board, in the case of the creation of a new establishment, shall regulate and supervise the election of the members of the boards of directors of such establishments, if it determines that such establishments shall have a board of directors distinct from that of the Cree Regional Board.

14.0.5 The Cree Regional Board shall have jurisdiction over that portion of the Territory comprising Categories IA and IB lands allocated for the James Bay Crees, including the Crees of Great Whale River, as well as Category II lands contemplated in Section 5 of the Agreement, and which region shall be designated as Region 10B. The jurisdiction in respect to Category II shall not preclude the jurisdiction of any other board established from time to time by Québec. For greater certainty, from the coming into force of Complementary Agreement No. 22, the Category IA, IB and II lands of the Crees of Oujé-Bougoumou shall form part of Region 10B, and the Cree Regional Board shall have jurisdiction thereon.

JBNQA, par. 14.0.5
Compl. A. no. 22, sch. 3, s. 4

14.0.6 Notwithstanding paragraph 14.0.2 the Cree Regional Board shall not supervise its own elections, shall not assess its own performance and shall not exercise the functions specified in Section 16 (c) of the said Act, which powers shall be exercised by the Minister of Social Affairs.

14.0.7 In supervising or conducting elections of community representatives to the said Board, the Minister of Social Affairs shall not consider or declare an election to be irregular or invalid due to lack of formalities having been followed providing the Minister is satisfied that the election was carried out in accordance with the customs and procedures or the Native people of said communities and that such customs and procedures did not deprive any qualified individual of the right to vote or of the right to hold office.

14.0.8 In the event that the Minister declares an election of a community representative to be irregular and invalid pursuant to paragraph 14.0.6 the chief of such community shall be the Cree representative for such community on the said Board until another representative from such community has been validly elected.

14.0.9 The existing establishment situated at Fort George shall be part of and shall fall under the authority of the said Cree Regional Board and shall be created as a public establishment of the four classes mentioned in Section 39 of the said Act, by the issue of letters patent or supplementary letters patent, as the case may be, forthwith upon the execution of the Agreement, in accordance with the provisions of the said Act.

14.0.10 All persons normally resident or temporarily present in the said Region 10B shall be entitled to the services included within the jurisdiction and powers of the said Cree Regional Board.

14.0.11 The Cree Regional Board should be composed of:

a) one (1) Cree representative from and elected for three (3) years by each of the distinct Cree communities (as defined in Section 3) in the said Region existing or hereafter created by or pursuant to the Agreement, ordinarily served by or through the Cree Regional Board;

b) one (1) Cree representative appointed for three (3) years by the Cree Regional Authority or its successor;

c) three (3) representatives elected for three (3) years, from among and by those persons who are considered to be members of the clinical staff of an establishment in the said Region within the meaning of the said Act providing that no more than one (1) member of any one professional corporation may serve on the board at any time;

d) one (1) representative elected for three (3) years, from among and by those persons who are members of the non-clinical staff of any establishment in the said Region;

e) the director of the community health department of a hospital centre, forming part of the Cree Regional Board or of a hospital centre with which the Cree Regional Board has a service contract or his nominee or the professional director or his nominee. The Cree Regional Authority shall appoint such person if there is more than one such centre;

f) the general manager of the establishment in the said Region or, if there is more than one such establishment, a person chosen by and from among such general managers.

14.0.12 One-third of the first members elected under sub-paragraphs 14.0.11 a) and 14.0.11 c) shall serve for one (1) year and another one-third of such members shall serve for two (2) years. The members with such terms of office shall be designated by the drawing of lots at the first meeting of the Cree Regional Board.

14.0.13 The term of office of the members of the Cree Regional Board elected in virtue of sub-paragraphs c) and d) of paragraph 14.0.11, shall not be renewed consecutively more than once.

14.0.14 Notwithstanding the provisions of Section 24 of the said Act, the members of the Cree Regional Board shall be indemnified for loss of income incurred by them, in accordance with the regulations to be established by such Board.

The members may also be indemnified in accordance with the said regulations for their expenses incurred in attending such meetings.

Such regulations shall take into account the prevailing conditions in the said Region, shall be subject to the approval of the Minister of Social Affairs and shall take into consideration the following:

a) Board meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of Board members and to take advantage of convenient or inexpensive transport;

b) if, in spite of the foregoing, individual members suffer loss of income, the Board may indemnify such members for such loss, upon application therefore and where:

i) the Board member represents or normally resides in a community other than that in which the meeting is held, and

ii) the Board member is either self-employed or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

14.0.15 The members of the Cree Regional Board shall, in a general meeting each year, elect a chairman and vice-chairman of the Board from among their number.

In the case of a tie-vote at a meeting of the members of the Board of Directors, the Chairman of the meeting shall have a casting vote.

14.0.16 The Cree Regional Board shall establish, by by-law, an administrative committee and determine its functions, powers and duties. The administrative committee shall consist of the Chairman of the Board, the general manager of an establishment and four (4) other members of the said Board, at least one (1), but not more than two (2), of whom shall have been elected under paragraphs 14.0.11 c), d) and e).

14.0.17 The Cree Regional Board shall meet at least four (4) times annually. A quorum, for such meetings, shall consist of four (4) representatives elected in accordance with the provisions of paragraph 14.0.11 a) and two (2) other representatives.

14.0.18

a) Those persons who are Cree, in accordance with the criteria established in Section 3, and who are entitled to vote and hold office pursuant to the provisions established in Section 10 for local government in the said Region, as well as the Inuit ordinarily resident in the community of Fort George, who are of the age of majority, shall be entitled to vote for and to hold office in the Cree Regional Board.

b) All non-Cree persons who have been ordinarily resident for the twelve (12) months preceding any election in one of the communities served by the Cree Regional Board, shall be entitled to vote for the members to be elected pursuant to sub-paragraph 14.0.11 a).

c) There shall be no residency requirements in respect to entitlement to vote or to hold office under the provisions of sub-paragraphs 14.0.11 c), d), e) or f).

14.0.19 In implementing the Agreement and in dealing with the Cree Regional Board, Québec should recognize and allow to the maximum extent possible for the unique difficulties of operating facilities and services in the North:

a) in recruiting and retaining staff, generally; working conditions and benefits should be sufficiently attractive to encourage competent personnel from outside the said Region to accept posts for periods of time ranging from three (3) to five (5) years;

b) in providing employment and advancement opportunities for the Native people in the fields of health and social services, and in providing special educational programs to overcome barriers to such employment and advancement;

c) in budgeting for the development and operating of health and social services and facilities to compensate for the disproportionate impact of northern costs, including transportation, construction and fuel costs.

14.0.20 Future health and social programs and services should be applied to the maximum extent possible through the Cree Regional Board.

14.0.21 A Cree band may continue to apply for, receive and administer funds from such direct grant programs as may be agreed upon by the Cree Regional Board and such band.

14.0.22 The budget from Québec to the Cree Regional Board shall include funding for the support of health services, which are not included in Provincial programs for the general population, but which are provided to the Native people by the Department of National Health and Welfare or other agencies.

14.0.23 The basis for determining the amounts of the budget support in paragraph 14.0.22 should be the actual expenditures for health and social services for the fiscal years 1974-75 provided by Canada and Québec to the extent of responsibilities assumed by Québec under this Section and Schedule I thereof. Funding will be modified on the basis of changes in the Cree population, the cost of the specific services included and the evolution of provincial programs for the general population.

14.0.24 The expenses of the Cree Regional Board shall be paid in accordance with the provisions of Sections 132 and 136 of the said Act, taking into account the provisions of this Section.

14.0.25 In respect to the implementation of this Section, it is the intention of the parties that all health services in the said Region and social services in the said Region shall ultimately fall under the Cree Regional Board and that the assumption of such responsibility should be achieved in an orderly and deliberate manner. The initial steps towards assuming such responsibility are set out in Schedule 1 of this Section.

14.0.26 Until such time as the Crees have accepted full provincial funding for all health services to the Crees, in accordance with Schedule 1 of this Section, the latter reserve their option in respect to the provisions of such services by Canada.

14.0.27 Health centres, nursing stations and health stations at various locations, in accordance with the attached Schedule 2, belonging to the Department of National Health and Welfare and all material and other assets located in such buildings as part of the regular equipment shall be turned over to Québec by reciprocal Orders in Council. The time schedule for turning over the federal health facilities shall coincide with the assumption of full responsibility for administration of health services by Cree Regional Board at which time the said assets shall be transferred to the said Board by Québec at no cost of it.

14.0.28 Québec shall take all measures necessary in order to implement this Section. The legislation recommended to give effect to the foregoing shall apply notwithstanding the provisions of Section 2 of the Health Services and Social Services Act. Québec undertakes that any future amendments to laws respecting health services and social services which are recommended to the legislator shall not derogate without just cause from the rights of the Crees to the following:

a) the existence of a separate Board for the administration of health services and social services within Category IA and IB lands and for the Crees within Category II lands;

b) to uniquely Cree representation from Cree communities in the Territory;

c) the option for creating a Regional council and separate Boards for each establishment in said Region 10B;

d) financial support for services which at least maintain existing scope, range, extent and conditions;

e) administration of future health and social services programs to the fullest extent possible through the Cree Regional Board.

14.0.29 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

Annex I

The existing Federal and Provincial services shall remain intact during the period of time preceding the creation of the Cree Regional Board and shall be modified thereafter only by definitive action by the Board either through contract or acceptance of Province funding. Initially, the Board should assume responsibility for all services to the Fort George population by no later than March 31, 1977, and thereafter in accordance with the ability of the Board to assume further responsibilities and subject to acceptance of this by the other Cree communities, but in any event not later than March 31,1981.

Annex II

Section 14 (CREE)

Land Information Sheet

Real Property Holdings

PLOT No.	OWNER OF LAND	DEPARTMENT OPERATING THE FACILITY	LEGAL DESCRIPTION (OR OTHER IDENTIFICATION)	NATURE OF INTEREST	NATURE OF INSTALLATIONS AND PURPOSE FOR WHICH LAND IS HELD OR USED	COMMENTS (INCLUDING LOCATION)
35	Province of Québec	National Health and Welfare	50°20'N – 78 °30'W approximately 0.4 acres at mouth of Eastmain River, East coast of James Bay on Eastmain Reserve	Two bldgs. on Provincial Crown Land	Eastmain Health Centre for provision of medical services to Native people	Land occupied since 1963. New health centre built in 1973.
59	Province of Québec	National Health and Welfare	53°50'N-79°W – Lot 400' wide and running from river bank to depth of 125' on rear and 610' in the front	Four bldgs. on Provincial Crown Land	Fort George Health Centre for provision of medical services to Native people	East shore of James Bay 4. 104 acres. Constructed in 1942.
24		National Health and Welfare	50°30'N-74 °15'W – Lots 17 and 18 N.T.S. – 32 1/15-0.9 acres South shore of Lake Mistassini	Two bldgs., 1 trailer on Prov. Crown Land	Mistassini Health Centre for provision of medical services to Native people	Constructed in 1962.
35		National Health and Welfare	52°35'N-78 °40'W – 105 mi. North of Rupert House	Three bldgs. on Provincial Crown Land	Paint Hills Nursing Station for provision of medical services to Native people	On East shore of James Bay on Vieux Comptoir.
33		National Health and Welfare	51°30'N-78° 45'W – Lot 22 East shore James Bay on Indian Settlement	Three bldgs. on Prov. Crown Land	Rupert House Nursing Station for provision of medical services to Native people	No legal transfer of site.

SECTION 15

Health and Social Services – Inuit

15.0.1 The Kativik Health and Social Services Council and the establishments shall be governed, *mutatis mutandis*, by the provisions of the Act respecting Health Services and Social Services (1971, c. 48) and all other laws of general application in the province, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

15.0.2 The Regional Government shall be charged with promoting, by all means and measures which it may deem adequate, the advancement and development of public health in Region 10A which shall encompass the territory under the jurisdiction of the Regional Government established pursuant to Section 13 of the Agreement.

15.0.3 There shall be a health and social services council for the said Region 10A under the name of "Kativik Health and Social Services Council".

15.0.4 All rights, powers, privileges and obligations of the Kativik Health and Social Services Council shall be exercised by the council of the Regional Government.

The functions, powers and duties of the administrative committee, general manager and staff of the Kativik Health and Social Services Council shall be exercised by the executive committee, the head of the Health and Social Services Department of the Regional Government and the officers of the Regional Government respectively.

15.0.5 The Council shall regulate and supervise the election of the members of the boards of directors of the establishments contemplated by paragraph 15.0.9 of this Section.

Every regulation made by the Council under this paragraph must deal with the procedure to be followed in such election and provide for a voting period of at least four (4) hours for the members of each of the electoral colleges contemplated by paragraph 15.0.12.

Such regulation must be submitted for the approval of the Lieutenant-Governor in Council; if it receives such approval, it shall come into force on the date of its publication in the *Québec Official Gazette*. Québec agrees to repeal Order-in-Council 1888-75 of May 7, 1975.

15.0.6 If the Council fails to exercise the functions assigned to it by paragraph 15.0.5 of this Section, such functions shall be exercised by the Minister.

15.0.7 Notwithstanding the provisions of paragraph 2.9 of Schedule 2 of Section 12 and paragraph 2.9 of Schedule 2 of Section 13 of the Agreement, any ordinance passed by the Regional Government under this Section shall apply within the whole territory of the Regional Government and its application shall not be limited to municipalities.

15.0.8 For the purposes of health services and social services, Region 10A initially shall be divided into two sectors : the Hudson Bay Sector and the Ungava Bay Sector.

Every city or town, village, county, mining town and other municipalities customarily receiving health and social services in the Hudson Bay Sector shall be included in the Hudson Bay Sector; the Ungava Bay Sector shall include all city or town, village, county, mining town and other municipalities customarily receiving health and social services in the Ungava Bay Sector.

15.0.9 There initially shall be established by letters patent one establishment for each sector including all of the four (4) following classes :

a) local community service centres;

b) hospital centres;

c) social service centres;

d) reception centres.

A hospital centre for general care shall be encompassed within each of the initially designated establishments in accordance with the implementation schedule set forth in Schedule 1 of this Section.

15.0.10 All persons normally resident or temporarily present in Region 10A shall be entitled to the services included within the jurisdiction and powers of the establishment.

15.0.11 All the powers of the establishment shall be exercised by a board of directors composed in accordance with paragraph 15.0.12.

15.0.12 Each establishment shall be administered by a board consisting of the following members, who shall be members of it upon their election or appointment :

a) one representative from, and elected for three (3) years by, each municipality of the sector;

b) three (3) representatives elected for three (3) years, from among and by those persons who are considered to be members of the clinical staff of an establishment in the said Region within the meaning of the said Act providing that no more than one member of any one professional corporation may serve on the board at any time;

c) one representative elected for three (3) years, from among and by those persons who are members of the non-clinical staff of any establishment in the said Region;

d) the director of the community health department of a hospital centre, or agency forming part of the Kativik Health and Social Services Council or of a hospital centre with which the Kativik Health and Social Services Council has a service contract or his nominee or the professional director or his nominee. The Kativik Health and Social Services Council shall appoint such person if there is more than one such centre;

e) the head of the Health and Social Services Department of the Regional Government or his nominee;

f) the general manager of the base facility in the sector.

Such representatives shall be elected according to the election proceedings established by the Kativik Health and Social Services Council under paragraph 15.0.5.

If the election of a member is not held, the Kativik Health and Social Services Council shall make the appointment.

15.0.13 The provisions of paragraphs 13 to 15 and 45 to 47 of Schedule 2 of Section 12 of the Agreement shall apply, *mutatis mutandis*, to the qualification of candidates and electors for the election of the members of the board of directors elected under sub-paragraph a) of paragraph 15.0.12. Persons otherwise eligible to hold office under sub-paragraphs b), c), d), e), and f) of paragraph 15.0.12 shall be exempted from any residency or domicile requirements.

15.0.14 Any vacancy among the members elected in accordance with paragraph 15.0.12 shall be filled by following the mode prescribed for the election of the member to be replaced, only for the unexpired portion of the term of such member.

15.0.15 Notwithstanding the provisions of Section 24 of the Act respecting Health Services and Social Services, the members of the board of directors shall be indemnified in accordance with regulations to be adopted by such board for loss of income suffered by the members as a result of attending meetings. The members may also be indemnified in accordance with the said regulations for their expenses incurred in attending such meetings.

Such regulations shall take into account the prevailing conditions in the said Region, shall be subject to the approval of the Minister of Social Affairs, and shall take into consideration the following :

a) Board meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of board members and to take advantage of convenient or inexpensive transport.

b) If in spite of the foregoing, individual members suffer loss of income, the board may indemnify such members for such loss, upon application therefore and where :

i) the board member represents or normally resides in a community other than that in which the meeting is held, and

ii) the board member is either self employed or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

15.0.16 The board of directors of every establishment must establish, by by-law, an administrative committee and determine its functions, powers and duties.

15.0.17 The administrative committee shall consist of the chairman of the board of directors, the general manager and three other members of the board of directors of the establishment appointed each year by such board.

15.0.18 Paragraph 15.0.15 shall apply, *mutatis mutandis*, to members of the administrative committee when attending meetings of such committee.

15.0.19 The budget from the Province of Québec to each establishment shall include funding for the support of health services which are not included in provincial programs for the general population but which are provided to the Native people by the Department of National Health and Welfare or other agencies.

15.0.20 The basis for determining the amounts of the budget support in paragraph 15.0.19 shall be the actual expenditures for health and social services for the fiscal year 1974-75 provided by Canada and Québec to the extent of the responsibilities assumed by Québec under this Section and Schedule I hereof. Funding will be modified on the basis of changes in the population, the cost of the specific services included, and the evolution of provincial programs for the general population.

15.0.21 In implementing the Agreement, Québec should recognize and allow to the maximum extent possible for the unique difficulties of operating facilities and services in the North :

a) in recruiting and retaining staff, generally; working conditions and benefits should be sufficiently attractive to encourage competent personnel from outside Region 10A to accept posts for periods of time ranging from three (3) to five (5) years;

b) in providing employment and advancement opportunities for Native people in the fields of health and social services, and in providing special educational programs to overcome barriers to such employment and advancement;

c) in budgeting for the development and operating of health and social services and facilities so as to compensate for the disproportionate impact of northern costs, including transportation, construction and fuel costs.

JBNQA, par. 15.0.21
A. corr.

15.0.22 Every establishment may make contracts of professional services with any other establishment or body whereby one party binds itself to make services of a professional nature available to the other or by which the parties exchange such services; such a contract shall be valid only from the date on which it is filed with the Kativik Health and Social Services Council.

15.0.23 Every establishment must, at least once a year, hold a public information meeting, in which the population of the sector served by the establishment shall be invited to participate.

The members of the board of directors must there answer the questions put to them respecting the establishment's financial statements, the services it provides and the relations it has with the other establishments and with the Kativik Health and Social Services Council.

The mode of calling such meeting and the procedure to be followed at it shall be determined by the Kativik Health and Social Services Council.

15.0.24 Québec shall take all measures necessary in order to implement this Section. The legislation to be enacted to give effect to the foregoing shall apply notwithstanding the provisions of section 2 of the Act respecting Health Services and Social Services.

JBNQA, par. 15.0.24
A. corr.

15.0.25 Health centers, nursing stations and health stations at various locations, in accordance with the attached Schedule 2, belonging to the Department of National Health and Welfare and all material and other assets located in such buildings as part of the regular equipment shall be turned over to the province of Québec by reciprocal Order-in-Council. The time schedule for turning over the federal health facilities shall coincide with the assumption of full responsibility for administration of health services by the Kativik Health and Social Services Council at which time the said assets shall be transferred by Québec to the said Council at no cost to it.

15.0.26 This Section shall be implemented gradually over a maximum Transition Period of five (5) years, in accordance with the provisions of Schedule 1, beginning upon the execution of the Agreement.

15.0.27 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Annex 1

(1) This Section shall preserve and improve the scope, extent, conditions and availability of existing health and social services and related services, but in a way that does not inhibit mutually desirable changes in programs or in their administration; foster progressively the training and education of health and social services personnel from among the Native people; and recognize the unique needs and the problems associated with meeting such needs in northern areas.

(2) Except as indicated below, the existing federal and provincial services shall remain intact during the period of time preceding the creation of the Kativik Health and Social Services Council and shall be modified thereafter only by definitive action by or through the Council, but in any event the existing federal services shall be terminated not later than the last day of the five (5) year Transitional Period mentioned in paragraph 15.0.26.

(3) Forthwith upon the execution of the Agreement, a working group shall be assembled under the auspices of the Ministry of Social Affairs of Québec to review the means by which, and with the intention of expeditiously organizing, a broad range of support services, including but not limited to assistance with transportation and housing, translation, and counselling, might be made available to Inuit travelling to centers in the south or returning to their homes in the north. The working group should include representatives of those agencies currently providing or coordinating such services and two (2) representatives appointed by the Northern Quebec Inuit Association.

The working group shall table its recommendations with the Minister of Social Affairs by May 1, 1976. In the interim, Canada and Québec shall maintain existing supportive services to the Inuit.

(4) Agencies of Québec and Canada will immediately undertake to improve health and social services for persons residing in the communities of Aupaluk, Port Burwell, and more urgently, Akulivik. As the need arises health and social services shall expeditiously be considered for the residents of new communities that may be established in the future within Region 10A.

(5) Québec undertakes to expeditiously review health and social services staff, facilities and equipment at Kuudjuaq (Fort Chimo) with the intention of upgrading the capabilities of the existing establishment to fulfill the sectoral responsibilities envisaged by this Section, and similarly for the community of Povungnituk, including plans for the earliest feasible construction of a hospital centre for general care.

Annex 2

Section 15 (Inuit)

Land information Sheet

Real Property Holdings

PLOT NO.	OWNER OF LAND	DEPARTMENT OPERATING THE FACILITY	LEGAL DESCRIPTION (OR OTHER IDENTIFICATION)	NATURE OF INTEREST	NATURE OF INSTALLATIONS AND PURPOSE FOR WHICH LAND IS HELD OR USED	COMMENTS (INCLUDING LOCATION)
152		National Health and Welfare	60°N – 78°W – Lot 400' x 300' – 575 mi. north of Rupert House – East shore of Hudson Bay	Two bldgs., one trailer on Prov. Crown Land	Povungnituk Nursing Station for provision of medical services to Native people	Occupied since 1955 No legal transfer of site
176		National Health and Welfare	62° 12'N – 75° 38'W - 365 mi. N.W. of Fort Chimo – South shore of Hudson Strait	Two bldgs., three trailers on Prov. Crown Land	Sugluk Nursing Station for provision of medical services for Native people	Occupancy 1962
133		Ministre des Richesses naturelles	770 mi. north of Québec City 30 mi. south of Ungava Bay	Two bldgs. on loan to Province Constructed 1961	FortChimo Nursing Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
136		Ministre des Richesses naturelles	58° 40'N – 66°W (Port Nouveau-Québec) S.E. shore of Ungava Bay	One bldg. on Prov. Crown Land	George River Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
163		Ministre des Richesses naturelles	200 mi. N.W. of Fort Chimo; North west shore of Ungava Bay 60° 12'N – 65° 50'W	One bldg. on Prov. Crown Land Acquired 1962	Koartac Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
160		Ministre des Richesses naturelles	100 mi. N.W. of Fort Chimo; South west shore of Ungava Bay 60°N – 70°06'W	One bldg. on Prov. Crown Land	PayneBay Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
166		Ministre des Richesses naturelles	60° 25'N – 70° 25'W – 260 mi. N.W. of Fort Chimo; south shore of Hudson Strait	One bldg. on Prov. Crown Land	WakehamBay Health Station for provision of medical services to Native people	Installation on temporary transfer to Province P.C. 1969-12/1497, July 29/69
92		National Health and Welfare	55° 20'N – 77°W – Lot 4, 200' x 300' – 1.4 acres; east shore of Hudson Bay at Great Whale River	Three bldgs. one trailer on Prov. Crown Land	Great Whale River Nursing Station for provision of medical services of Native people	Constructed in 1962
174		National Health and Welfare	62° 25'N – 77°50'W – north east shore of Hudson Bay	One bldg., two trailers on leased site	Ivujivik Health Station for provision of medical services to Native people	Legal agreement being finalized to lease two trailers to Province
123		National Health and Welfare	58°N – 78°W; Inoucdjouac (Port Harrison) east shore of Hudson Bay	Two bldgs., one trailer on Prov. Crown Land	Inoucdjouac (Port Harrison) Nursing Station for provision of medical services to Native people	New nursing station constructed in 1971

SECTION 16

Cree Education

16.0.1 For the purposes of this Section, the following words and phrases shall mean :

a) "Native person" is a person who qualifies as a Cree in accordance with the criteria for eligibility established in Section 3 of the Agreement.

16.0.2 The Education Act, (1964 R.S.Q., c. 235 as amended) and all other applicable laws of general application in the province shall apply in the areas covered by this Section save where these laws are inconsistent with this Section in which event the provisions of this Section shall prevail.

16.0.3 The Category I land areas of the Cree communities of Chisasibi, Wemindji, Eastmain, Waskaganish, Waswanipi, Mistissini, Whapmagoostui, Nemaska and Oujé-Bougoumou are constituted as a single school municipality.

JBNQA, par. 16.0.3
Compl. A. no. 22, sch. 3, s. 5

16.0.4 A Cree School Board, which shall be a school board under the Education Act, shall be established forthwith upon the execution of the Agreement and shall exercise powers and functions in the said school municipality and for the persons described in paragraph 16.0.6.

16.0.5 Every child shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the community and by the Protestant or by the Catholic Committee of the Superior Council of Education. Any child, upon request of his parents for reasons of conscience, shall be exempted from such moral or religious instruction.

16.0.6 To the exclusion of all other school boards, the Cree School Board shall have jurisdiction and responsibility for elementary and secondary education and adult education :

a) Within the territorial limits of the municipality contemplated by paragraph 16.0.3, in respect to all persons who qualify as Crees in accordance with the criteria for eligibility established in Section 3 of the Agreement, as well as in respect to all persons who do not so qualify and who are ordinarily residing therein or who are ordinarily residing within Category III lands surrounded by Category I lands except for the Inuit of Great Whale;

b) in Category II, in respect to all persons who qualify as Crees in accordance with the criteria for eligibility established in Section 3 of the Agreement.

16.0.7 The Cree School Board shall not have jurisdiction over non-Native settlements in Category II lands.

16.0.8 Subject to the laws covering such powers and duties, the Cree School Board will have all the powers and duties given to a school board including the powers :

a) to make agreements for educational purposes with any person, group, community, institution or corporation;

b) to make agreements with other school boards in the province in virtue of which such school boards would allow some of their teaching personnel a leave of absence for the purpose of working for the Cree School Board and guaranteeing the re-employment of such personnel at the expiration of their contract with the Cree School Board;

c) to determine the use of standardized tests.

16.0.9 The Cree School Board shall also have the following special powers, subject only to annual budgetary approval :

a) to make agreements with Canada for education and training programs not provided by Québec, in accordance with the laws and regulations relating to such agreements;

b) to determine, in conjunction with the Québec Department of Education, the school year and school calendar limited only by the total number of days per year required by law and regulations;

c) to make agreements for post-secondary education for the persons specified in paragraph 16.0.6;

d) to acquire, build and maintain residential facilities for its teachers;

e) to determine, in conjunction with the Québec Department of Education, the number of Native persons and non-Native persons required as teachers in each of its schools;

f) to arrange, with the Québec Department of Education, for the hiring of Native persons as teachers notwithstanding that such persons might not qualify as teachers in accordance with the standard qualifications prevailing in the other areas of the province;

g) to select courses, textbooks and teaching materials appropriate for the Native people and to arrange for their experimental use, evaluation and eventual approval;

h) to develop courses, textbooks and materials designed to preserve and transmit the language and culture of the Native people;

i) to make agreements with universities, colleges, institutions or individuals for the development of the courses, textbooks and materials for the programs and services that it offers;

j) to give instruction and guidance to its teachers in the methods of teaching its courses and in the use of the textbooks and teaching materials used for such courses;

k) to establish courses and training programs to qualify Native persons as teachers;

l) to establish courses and training programs for non-Native persons who will teach in its schools;

m) to make agreements with universities, colleges, institutions or individuals to provide training for the Cree School Board’s teachers and prospective teachers.

JBNQA, par. 16.0.9
A. corr.

16.0.10 The teaching languages shall be Cree and with respect to the other languages in accordance with the present practice in the Cree communities in the Territory. The Cree School Board will pursue as an objective the use of French as a language of instruction so that pupils graduating from its schools will, in the future, be capable of continuing their studies in a French school, college or university elsewhere in Québec, if they so desire.

After consultation with the parents’ committee, and having regard to the requirements of subsequent education, the commissioners shall determine the rate of introduction of French and English as teaching languages.

16.0.11 The by-laws of the Cree School Board which require the approval of the Minister, in virtue of the Education Act, shall come into force forty (40) days after a copy of such by-laws has been transmitted to the Minister unless within that period the Minister disallows in writing any such by-law.

16.0.12 Notwithstanding the provisions of the Education Act concerning school commissioners :

a) The Cree School Board will be composed of one (1) school commissioner appointed by or elected from each of the nine (9) Cree communities listed in paragraph 16.0.3 of this Section and of one (1) commissioner designated by the Cree "Native party" from among its members;

b) the Cree School Board shall determine the date when elections of such school commissioners shall take place;

c) the qualifications for being eligible to vote for and to hold office as a school commissioner shall be :

1) membership in a Cree community;

2) to be of the age of majority;

3) not to be affected by legal incapacity.

However non-Natives who are entitled to the services from the Cree School Board and who meet the qualifications specified in the Education Act for electors shall be entitled to vote for school commissioners;

d) such school commissioners shall be elected or designated, as the case may be, for a term of three (3) years. Three (3) of the first commissioners elected shall serve for one (1) year and three (3) of the first commissioners elected shall serve for two (2) years with the first commissioners having such abbreviated terms of office being designated by the drawing of lots at the first meeting of the Cree School Board;

e) if during his term of office the school commissioner designated by the Grand Council of the Crees (of Québec) or its successor loses his office as a member of the Grand Council of the Crees (of Québec), the Grand Council will appoint another commissioner for the remainder of the term of such disqualified commissioner.

JBNQA, par. 16.0.12
A. corr.
Compl. A. no. 22, sch. 3, s. 6

16.0.13 The commissioners of the Cree School Board shall be entitled to receive the representation allowances provided pursuant to section 205 of the Education Act, and shall be reimbursed by the Board for all expenses actually incurred for travel, lodging and meals when attending official meetings of the Board in accordance with the regulations that the Board shall adopt for such purpose.

16.0.14 School buildings, facilities, residences and equipment of Québec and Canada shall be transferred or leased, at nominal cost, to the Cree School Board for their use by it. The means and procedures for such transfer or lease shall be arranged by agreement between the Cree School Board and the said governments and will include the right to modify the said buildings, facilities, residences and equipment as may be necessary to fulfil the educational purposes of the Board.

16.0.15 The Cree School Board shall not be the proprietor of any lands. The Board will be allocated building sites within Category I which are required for its educational purposes by means of agreements to be entered into between the Board and the local governments. Such agreements shall be for a nominal monetary consideration, by long term lease or other similar contract, to enable the said Board to receive the transfers or leases to it of the buildings, facilities, residences and equipment specified in paragraph 16.0.14, and to enable the said Board to construct any buildings that it may require for its purposes. Any allocation made pursuant to this paragraph shall not be construed to exclude such allocated land from Category 1.

16.0.16 The Cree School Board shall establish elementary and high school committees which shall be consultative and which shall have the functions delegated to them by the said Board. Nevertheless the Cree School Board must consult their committees with respect to the following :

a) selection of teacher(s) and principal(s);

b) school calendar and year;

c) changes in curriculum.

16.0.17 There will be one (1) elementary school committee for each community in which there is at least one (1) such school and one (1) high school committee for each community in which there is at least one (1) high school.

16.0.18 Each school committee shall be composed of from five (5) to eleven (11) members, including one (1) member of the band council or one (1) person appointed by the band council of the community in which the school is located. The number of parents on the school committee shall be fixed annually by a general assembly of the parents of the students attending the schools concerned, providing one (1) parent representative from each school concerned is elected to the committee, and providing, if there are six (6) or more students attending the school who normally reside in a community other than that in which the school is situated, at least one (1) parent representative of such students be elected to the committee.

16.0.19 The terms and conditions of the establishment, operating and financing of the school committees shall be determined by the said Board.

16.0.20 The Cree School Board shall have the right to hire a community education administrator for a community pursuant to a recommendation from the elementary school or high school committee in such community.

16.0.21 The Cree School Board shall reimburse members of the school committees for their expenses for travel, lodging and meals incurred when attending official meetings of their school committee held outside the community in which they reside in accordance with regulations that the Board shall adopt for such purpose.

16.0.22 Programs and funding by Québec and Canada, and the obligations of such governments in favour of the James Bay Crees, shall continue, subject to the Agreement. As a result thereof there shall be no decrease in the quality and quantity of educational services presently available to Native persons for their education and the operational and capital funding necessary to ensure services will be provided by Québec and Canada.

16.0.23 The funding by Québec and Canada referred to in paragraph 16.0.22 shall be provided to the Cree School Board in accordance with a formula to be determined by the Québec Department of Education, the Department of Indian Affairs and Northern Development and the Crees.

16.0.24 Québec and Canada shall jointly ensure the continuation of existing educational services and programs presently available to the Native people, including :

a) allowances to students in accordance with established regulations;

b) students “room and board” allowances;

c) maintenance of foster homes for students;

d) living, tuition and transportation allowances for post-secondary students.

16.0.25 The services and programs referred to in paragraph 16.0.24 may be provided through agreements to be entered into between Québec and Canada and the Cree School Board acting in accordance with the needs of the communities involved.

16.0.26 The Cree School Board will not be obliged to levy school taxes.

16.0.27 The budget of the Cree School Board shall take into account the unique characteristics of the Cree School Board's geographical location and of its student population. It shall provide for items such as the following :

a) the cost of the construction, maintenance and replacement of buildings, facilities and equipment;

b) increases in the student population and the need for adequate teaching facilities;

c) the cost of transportation of students and teaching staff including transportation for students to and from schools in other parts of the province;

d) the development of a special curriculum provided for in paragraph 16.0.9;

e) the maintenance of hostels and residences for its students attending schools outside their community;

f) the establishment and maintenance of kindergarten school programs and facilities;

g) the operation of physical education and sports programs;

h) the provision of adult education programs;

i) the payment of northern allowances where applicable;

j) the provision of working conditions and benefits to attract competent teaching personnel and to encourage such personnel to remain in their position for extended periods of time, taking into consideration the conditions and benefits offered in surrounding areas.

16.0.28 Based on annual budgets, providing for operating and capital costs, approved by Québec and Canada, each of the said governments shall contribute to the approved budget of the Cree School Board on the following basis :

Québec : 25%

Canada : 75%

This provision shall take effect two (2) years after the execution of the Agreement.

Commencing in 1982 and every five (5) years thereafter, the percentage contribution of Québec and Canada shall be reviewed taking into account changes in the ratio of Native students to non-Native students under the jurisdiction of, and receiving services from, the Cree School Board.

JBNQA, par. 16.0.28
A. corr.

16.0.29 The provisions of this Section shall come into full effect at the beginning of the school year 1978-1979.

JBNQA, par. 16.0.29
A. corr.

16.0.30 During the first year, (1976-1977, transition period) in accordance with the provisions of this Section, the following will be done :

a) the members of the Cree School Board will be elected and designated, as the case may be; a director-general of the Board will be appointed, and the elementary and high school committees will be established;

b) the School Board of New Québec and the Department of Indian Affairs and Northern Development will continue to operate their existing schools;

c) the Cree School Board will plan its operations for the second year of the transition period and, with the assistance of the School Board of New Québec and the Department of Indian Affairs and Northern Development, it will draw up an operating budget and the capital assets budget for the second year of the transition period;

d) the Cree School Board will arrange to engage teachers as of the time when its schools shall commence to operate.

16.0.31 During the second year, (1977-1978, transition period), in accordance with the provisions of this Section, the following will be done :

a) a tri-partite committee shall be established, composed of the administrator of the School Board of New Québec, a member of the Department of Indian Affairs and Northern Development, and a member of the Cree School Board for the purpose of the financial administration of the schools under the jurisdiction of the Cree School Board and for the purpose of the construction of, or major repairs to, buildings required;

b) subject to all of its resolutions being approved by the said tri-partite committee, the Cree School Board shall administer the schools in Categories I and II lands falling under its jurisdiction.

Commencing with the year 1978-1979 all teachers and principals of the School Board of New Québec and of the Department of Indian Affairs and Northern Development assigned to schools in the school municipality shall become employees of the Cree School Board. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall withdraw from the operation of schools in the school municipality.

16.0.32 The schedules during the transition periods provided for in paragraphs 16.0.30 and 16.0.31 may be revised by agreement among Québec, Canada and the Cree School Board.

16.0.33 The provisions of the Education Act respecting elections, school taxes and valuation of property, and school and parents' committees shall not apply to the Cree School Board.

16.0.34 Notwithstanding section 300 of the Education Act, the publication of public notices for school purposes may be made in accordance with by-laws that the Cree School Board shall adopt for such purposes and submit to the Minister of Education for approval.

16.0.35 The parties undertake to negotiate a modification of the provisions of law respecting compulsory school attendance.

16.0.36 In all of the Category I lands of the communities set forth in paragraph 16.0.3 of this Section, Québec and Canada shall take all measures necessary to implement this Section.

16.0.37 The Cree School Board shall, in consultation with the Minister of Education, negotiate the working conditions of its employees, except basic salary, basic marginal benefits and basic work loads which are negotiated at the provincial level.

16.0.38 The provisions of this Section can only be amended with the consent of Québec and the interested Native party, save for the provisions of paragraphs 16.0.14, 16.0.22, 16.0.23, 16.0.24, 16.0.28, 16.0.30b, 16.0.31, 16.0.32 and 16.0.36 which in addition shall require the consent of Canada.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SECTION 17

Education – Inuit

17.0.1 There shall be one school municipality for the whole territory north of the 55th parallel under the control of a school board called the Kativik School Board.

Notwithstanding the foregoing,

a) any future municipality, not contemplated by the provisions of the Agreement, may be constituted as a separate school municipality, after prior consultation between the Department of Education and the Kativik School Board;

b) the Cree population of the community of Great Whale River shall be under the jurisdiction of the Cree School Board; and

c) the Inuit population of the community of Fort George shall have the option to be under the jurisdiction of the Kativik School Board.

17.0.2 The Kativik School Board shall be governed by the provisions of the Education Act (1964 R.S.Q., c. 235, as amended) and all other applicable laws of general application in the Province, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

17.0.3 The Kativik School Board shall have jurisdiction and responsibility for elementary and secondary education and adult education.

17.0.4 The Kativik School Board shall be represented and its affairs administered by its council. Such council shall be know by the name of : "The Council of the Kativik School Board."

17.0.5 Ordinances, resolutions and other enactments of the Kativik School Board must be passed by the Council in session.

17.0.6 Each municipality, whether erected under Schedule 2 of Section 12 of the Agreement or any general law or special act, shall be represented by one commissioner to the Kativik School Board. In addition, the council of the Regional Government shall delegate by resolution one regional councillor to represent it to the Kativik School Board.

17.0.7 The Council of the Kativik School Board shall determine annually by ordinance the time, place, frequency and procedure respecting its meetings.

17.0.8 Each member of the Council shall have one vote and one additional vote if he represents more than 500 inhabitants and two additional votes if he represents more than 5,000 inhabitants according to the last official census.

17.0.9 If there are no longer any commissioners or if there is no longer a sufficient number of them to constitute a quorum, the powers of the Kativik School Board shall be exercised by the Minister who may, after prior consultation with the Regional Government, delegate them to an administrator appointed by him, until the Kativik School Board is re-organized.

17.0.10 There shall be an executive committee responsible for the management of the affairs of the Kativik School Board. It shall see that the law, the ordinances, the resolutions and decisions of the Council and contracts are complied with and carried out.

Such executive committee shall consist of five (5) members appointed as follows, including a president and a vice-president designated as such by the council :

a) four (4) members shall be appointed annually by resolution of the Council from among the commissioners; and

b) the fifth member shall be ex officio the regional councillor delegated by the council of the Regional Government under paragraph 17.0.6.

17.0.11 The president and vice-president of the executive committee shall ex officio discharge the duties of president and vice-president of the Council.

17.0.12 The executive committee, with the approval of the Council, may make a resolution respecting its government and its internal management.

17.0.13 Three (3) members shall constitute a quorum of the executive committee. Each member of the executive committee shall have one vote.

17.0.14 The executive committee shall direct the affairs and activities of the Kativik School Board and shall see that its ordinances and decisions are faithfully and impartially observed and carried out.

17.0.15 During the first five (5) years following the first election of the commissioners, and afterwards if deemed necessary after prior consultation between the Minister and the Kativik School Board, the president of the executive committee must devote all his time to the service of the Kativik School Board, and shall not have any other remunerative employment or occupation or hold any other public office, except as member of the parents committee of the municipality which he represents or as regional councillor. The president of the executive committee shall be entitled to the remuneration fixed by the Lieutenant-Governor in Council.

17.0.16 Every physical person of full age and Canadian citizenship who is not legally disqualified may be nominated, elected or appointed a commissioner of the Kativik School Board representing the municipality wherein he resides if he has been domiciled or ordinarily resident in the school municipality for at least thirty-six (36) months. In the case of a newly erected municipality, the Minister of Education may, for the first thirty-six (36) months following the date of erection, change the said requirements with respect to domicile and residency.

17.0.17 The following persons shall not be nominated for, elected or appointed a commissioner :

a) persons mentioned in paragraphs (3), (4) and (5) of section 123 of the Cities and Towns Act;

b) any person who has, directly or indirectly, by himself or his partner, any contract with the Kativik School Board unless the description of all such contracts has been publicly posted in the office of the Kativik School Board and of the municipality at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office. This paragraph does not apply in the case of the consort of a teacher.

Nevertheless, a shareholder in any incorporated company which has any contract or agreement with the Kativik School Board or which receives any grant or subsidy therefrom shall not be disqualified from acting as a commissioner; but he shall be deemed to be interested if any discussion should arise before the Council or a committee with reference to any measure relating to such company, save when such company is the Inuit Development Corporation or one of the local Inuit community corporations to be formed or one of their subsidiaries, in which case he shall only be deemed to be interested if he is an officer or director of such corporation;

c) any person convicted of an act punishable under a law of the Parliament of Canada or of the National Assembly of Québec by imprisonment for one year or more. Such disqualification shall continue for three (3) years after the term of imprisonment fixed by the sentence and, if only a fine was imposed or the sentence is suspended, for three (3) years from the date of such condemnation;

d) any person convicted of an indictable offence punishable by imprisonment for five (5) years or more after having previously been convicted of two (2) indictable offences so punishable; such disqualification

shall continue for ten (10) years after the term of imprisonment fixed by the sentence and, if only a fine is imposed or the sentence is suspended, for ten (10) years from the date of the conviction;

e)

i) any persons who are responsible for moneys belonging to the Kativik School Board, or

ii) who are sureties for any employee of the Council or

iii) who receive any pecuniary allowance or other consideration from the Kativik School Board for their services, otherwise than under a legislative provision, save, in the case of (iii), when a description of the pecuniary allowance or other consideration has been publicly posted in the office of the Kativik School Board and of the municipality at the time of his nomination, election or appointment and remains so posted, with all additions or deletions, if any, at all times during his tenure of office.

JBNQA, par. 17.0.17
A. corr.

17.0.18 No person may act as commissioner nor hold any other office in the Kativik School Board unless he is eligible and possesses at all times the qualifications required by law.

17.0.19 Every person, commercial partnership or association entered on the electoral list in force and used at the poll and, in the case of a physical person, not affected during the preparation of the electoral list and at the time of voting by any disqualification contemplated by law, shall be entitled to vote at an election.

17.0.20

a) Every physical person of full age and Canadian citizenship shall be entitled to be entered on the electoral list if he has been domiciled or ordinarily resident in the municipality for at least twelve (12) months before the date of the election.

b) Corporations, commercial partnerships and associations shall also be entered on the electoral list if they have had their head office or principal place of business in the municipality for at least twelve (12) months before the date of the election.

They shall vote through a representative authorized for that purpose by a resolution of the board of directors, a copy whereof shall be filed at the office of the municipal corporation within thirty (30) days from the date of publication of the election notice.

17.0.21 In the case of a newly erected municipality, the Minister of Education may, for the first twelve (12) months following the date of erection, change the delays mentioned in paragraph 17.0.20.

17.0.22 The general election for commissioners shall be held every two (2) years on the first Wednesday of September.

In the case of a newly erected municipality, the first general election shall be held on the tenth Wednesday following the erection of such municipality.

17.0.23 The secretary-treasurer of the municipality shall be the presiding-officer for any election held under this Section. The presiding-officer may appoint a deputy presiding-officer and as many election clerks as he deems fit to assist the presiding-officer in discharging his duties.

In the case of the first general election, the duties and obligations of the presiding-officer shall be discharged by a person appointed by the majority of the inhabitants in each municipality in the manner approved by the Minister responsible.

JBNQA, par. 17.0.23
A. corr.

17.0.24 The presiding-officer shall prepare the list of electors in the municipality between the first of July and the following first of August, and shall, on the first of August, deposit the electoral list in the office of the municipal corporation for public reference.

During the period extending from the first to the fifteenth of August, the electoral list shall be revised by a board of revision composed of the presiding-officer and two (2) persons entitled to be entered on the electoral list and appointed by him.

17.0.25 Any person, commercial partnership or association who believes that his name or that of any other person has been omitted from the list or wrongfully entered thereon may file in the office of the municipal corporation, between the first and the fifteenth of August, application in writing to have the name entered or struck off, as the case may be.

17.0.26 The board of revision shall consider the written application, hear the parties concerned and, if it deems necessary, take their evidence on oath.

The board of revision, by its final decision on each application, may confirm or revise the list. Every insertion in, erasure from or correction of the list shall be authenticated by the initials of the presiding-officer.

The electoral list shall come into force as soon as it has been prepared and revised in accordance with this Section and shall be kept among the archives of the municipal corporation.

17.0.27 No informality in the preparation, completion, revision or putting into force of the list shall invalidate the same unless an actual injustice results therefrom.

17.0.28 On the first of July of the year in which the election is held, the presiding-officer shall, by public notice, publish :

a) the place, day and hour fixed for the nomination of candidates;

b) the day of the opening of the polls for taking the votes of the electors in case a poll is held; and

c) the appointment of the deputy presiding-officer and of the election clerks.

The election period shall begin on the day of publication of the notice of the election and end, for each candidate for any office, on the day on which the presiding-officer declares the candidate for such office elected.

17.0.29 The nomination of candidates for election shall be held on the last Wednesday of August between the hours of one (1)and five (5) o’clock in the afternoon.

JBNQA, par. 17.0.29
A. corr.

17.0.30 Five (5) electors qualified to vote and whose names are entered on the electoral list in force in the municipality may nominate a candidate for the office of commissioner.

17.0.31 With each nomination paper there shall be filed a declaration by the candidate that he is a Canadian citizen and duly qualified, accompanied by the consent in writing of the person therein nominated.

17.0.32 If at the expiration of the delay fixed for the nomination of candidates for the office of commissioner only one candidate has been nominated, such candidate shall ipso facto be elected and the presiding-officer forthwith proclaim such candidate elected.

When several persons are nominated for the office of commissioner, the presiding-officer shall announce that a poll will be held.

17.0.33 Any candidate nominated may withdraw at any time before the closing of the poll by filing with the presiding-officer a declaration to that effect; and any votes cast for the candidate who has so withdrawn shall be null and void; and if after the withdrawal there remained but one candidate for the office of commissioner, the presiding-officer shall return as duly elected the candidate so remaining.

17.0.34

a) If at the expiration of the delay prescribed for the nomination of candidates no person has been nominated or if all the persons nominated have withdrawn before the close of the poll, the presiding-officer shall immediately send notice thereof to the Regional Government which shall forthwith transmit its recommendation to the Minister of Education for the nomination of a commissioner.

b) If the nomination of candidates could not be held because the electoral list was not put in force in time, the presiding-officer shall immediately recommence the election proceedings to fill the office and give for such purposes the notice prescribed by paragraph 17.0.28. In such case the presiding-officer must see that the election proceedings already commenced are continued if they were validly made.

17.0.35 When a poll is necessary, the presiding-officer shall give a public notice thereof, establish a polling station and cause the necessary number of ballot boxes to be made. The ballot paper shall be a paper on which the names of the candidates, together with their syllabic transcription, are alphabetically arranged.

17.0.36 The poll shall be opened at the hour of nine (9) o'clock in the forenoon and kept opened until six (6) o'clock in the afternoon the same day. The Kativik School Board may, by resolution, fix a later hour than six (6) o'clock in the afternoon, but not later than eight (8) o'clock on the same day, for the closing of the poll.

JBNQA, par. 17.0.36
A. corr.

17.0.37 In addition to the presiding-officer, the only persons who shall be permitted, during the time that the polling station is open, to remain in the room where the votes are given, shall be : the election officers, the candidates and not more than two (2) duly appointed agents or representatives of the candidates.

17.0.38 An elector shall vote by secret ballot only once for the election of the commissioner.

17.0.39 The presiding-officer, upon the application of any voter who is unable to read or is incapacitated by any physical cause from voting in the manner prescribed, shall assist such elector by marking his ballot paper in the manner directed by such elector in the presence of the candidates or their agents or representatives.

17.0.40 The presiding-officer shall enter in the poll book opposite the name of each elector voting the word "voted" as soon as his ballot paper has been deposited in the ballot box.

17.0.41 Every employer on polling day must allow each elector in his employ at least four (4) hours to vote beside the time usually allowed for the midday meal and shall make no deduction from the salary of such elector.

17.0.42 At six (6) o'clock in the afternoon, or at the hour determined by the Kativik School Board under paragraph 17.0.36, the poll and the voting shall be closed and the presiding-officer shall open the ballot boxes and proceed to count and draw up the list of the number of votes given for each candidate.

17.0.43

a) As soon as the final result of the polls is known, the presiding-officer shall at once proclaim elected for the office of commissioner the candidate who is found to have obtained the greatest number of votes and give public notice thereof.

b) In the case of equality of votes, the presiding-officer shall proceed by a public drawing of lots and proclaim elected the person whom the drawing has favoured.

c) Copy of the public notice shall be inserted in the books of the Kativik School Board and of the municipal corporation.

17.0.44 Every candidate, election officer, agent or representative of a candidate, in attendance at a polling station, shall maintain and aid in maintaining the secrecy of the voting at such polling station; and no such candidate, officer, agent or representative shall, before the poll is closed, communicate to any person any information as to whether any person on the list of electors has or has not applied for a ballot paper or voted at that polling station.

17.0.45 No candidate, election officer, agent, representative or other person shall interfere with or attempt to interfere with an elector when marking his ballot paper, or otherwise attempt to obtain at the polling station information as to the candidate for whom any elector at such polling station is about to vote or has voted.

17.0.46 No candidate, election officer, agent, representative or other person shall communicate at any time to any person any information obtained at a polling station as to the candidate for whom any elector is about to vote or has voted.

17.0.47 Every candidate, election officer, agent or representative of a candidate in attendance at the counting of the votes shall maintain and aid in maintaining the secrecy of the voting; and no such candidate, officer, agent or representative shall attempt to obtain at such counting any information or communicate any information obtained at such counting as to the candidate for whom any vote is given in any particular ballot paper.

17.0.48 No election shall be declared invalid by reason of any want of qualification in the persons signing a nomination paper received by the presiding-officer under the provisions of this Section.

17.0.49 No election shall be declared invalid by reason of non-compliance with the provisions of this Section as to the taking of the poll or counting of the votes if it appears to the Court having cognizance of the question that the election was conducted in accordance with the principles laid down in this Section, and that such non-compliance or mistake did not affect the result of the election.

No election shall be declared invalid by reason of non-compliance with the provisions of this Section regarding delays, unless it appears to the Court that such non-compliance may have affected the result of the election.

17.0.50 Any election of a commissioner by the electors may be contested by any elector on the ground of violence, corruption, fraud or incapacity or on the ground of non-compliance with the necessary formalities by filing a notice of contestation with the Regional Government.

17.0.51 Such contestation is brought before the Court by an ordinary action which on pain of nullity must be served upon the interested parties within forty-five (45) days from the date of the election.

17.0.52

a) The commissioner may resign his seat in the Council by transmitting his resignation signed by himself to the director-general; the term of office of the commissioner shall expire upon the delivery of the writing to the director-general who shall transmit it to the Council at the next sitting.

b) The death of the commissioner shall terminate his term of office.

c) The term of office of the commissioner shall also terminate if he has failed to attend at least three (3) consecutive regular sittings of the Council.

d) Whenever the Provincial Court annuls the election of the commissioner or a commissioner loses the elegibility or qualification required by law during his tenure of office, such office shall ipso facto become vacant.

17.0.53 Subject to the provisions of paragraph 17.0.54, when the term of office of a commissioner expires more than six (6) months before the general election fixed by paragraph 17.0.22, the Council may, within fifteen (15) days following the vacancy, elect a person who has the qualifications required by paragraph 17.0.17 to fill the office of such member for the remainder of the term.

Such election shall be by secret ballot and the director-general of the Kativik School Board shall proclaim elected the person who obtains the majority of the votes of the members of the Council present. In case of a tie vote, the president must give a casting vote.

17.0.54 Proceedings for a new election to fill vacancies in the Council shall be taken within eight (8) days if :

a) the election of commissioner has not taken place within the time prescribed by this Section; or

b) by reason of vacancies, there remains less than a quorum of the members of the Council in office; or

c) the Council has not availed itself of the provisions of paragraph 17.0.53.

Such election must be conducted in the same manner, in all respects, as a general election. The secretary-treasurer of the municipality shall not recommence these election proceedings more than once.

17.0.55 Whenever the election contemplated by paragraph 17.0.54 is not held within the time prescribed by this paragraph, notice thereof shall be forthwith sent to the Regional Government which shall forthwith transmit its recommendations to the Minister of Education for the nomination of a commissioner.

17.0.56 Every member of a Council elected or appointed to replace another holds office only for the remainder of the term for which his predecessor had been elected or appointed.

17.0.57 There shall be a parents'committee in each municipality.

The parents'committee shall be composed of five (5) to eleven (11) parents as determined by the Kativik School Board according to the size of the municipality.

The commissioner of the municipality shall be ex officio a member of the parents'committee without having the right to vote or to be appointed chairman thereof.

The principal and one or more teachers, as determined by the parents'committee, shall be members thereof. They shall not have the right to vote unless the parents'committee so decides.

The parents'committee shall be consultative bodies with advisory powers except for responsibilities that may be delegated to them by ordinance of the Kativik School Board. Sections 66 to 70 of the Education Act shall not apply.

17.0.58 Every child shall be entitled to receive moral and religious instruction in accordance with a program approved by a clergyman or priest serving the municipality and by the Protestant or by the Catholic Committee of the Superior Council of Education. Any child, upon request of his parents for reasons of conscience, shall be exempted from such moral or religious instruction.

17.0.59 The teaching languages shall be Inuttituut and with respect to the other languages, in accordance with the present practice in the territory. The Kativik School Board will pursue as an objective the use of French as a language of instruction so that pupils graduating from its schools will, in the future, be capable of continuing their studies in a French school, college or university elsewhere in Québec, if they so desire.

After consultation with the parents'committee, and having regard to the requirements of subsequent education, the commissioners shall determine the rate of introduction of French and English as teaching languages.

JBNQA, par. 17.0.59
A. corr.

17.0.60 Travelling expenses and a per diem allowance covering all other expenses such as meals and lodging shall be paid to committee members when attending meetings outside of their municipality.

17.0.61 The Kativik School Board may, for educational purposes, enter into agreements with Canada or with any school board, educational institution or individual, subject to the laws governing such agreements.

JBNQA, par. 17.0.61
A. corr.

17.0.62 The delegation of powers under sections 202b and 202d of the Education Act shall be made by ordinance of the Kativik School Board.

17.0.63 The Kativik School Board may establish a curriculum development centre whose functions shall be to select courses, text books and materials appropriate for the Native people and arrange for their experimental use, evaluation and eventual approval.

17.0.64 The Council may by ordinance provide for the establishment of programs, the teaching of subjects and the use of course materials based on Inuit culture and language.

17.0.65 All ordinances shall be forthwith transmitted to the Minister of Education upon their passing. The Minister shall review such ordinances within forty (40) days and, except where the matters dealt with therein are based on Inuit culture and language, may disallow same in writing. Unless disallowed, all ordinances shall automatically come into force forty (40) days after the date of their passing or at any earlier date indicated by the Minister.

17.0.66 It shall be the duty of the Kativik School Board to engage teachers duly qualified to teach in the schools under its control. No commissioner shall vote on any questions regarding a member of his family. Section 203(1) of the Education Act shall not apply.

17.0.67 The Kativik School Board may establish by ordinance one or more school calendars, the existing rules serving as guidelines.

17.0.68 The Kativik School Board shall, in consultation with the Minister of Education, negotiate the working conditions of its employees, except basic salary, basic marginal benefits and basic work load which are negotiated at the provincial level.

17.0.69 The Kativik School Board may establish by ordinance special training courses for its teachers.

17.0.70

a) Subject to the provisions of paragraphs 17.0.14 and 17.0.15, the Council of the Kativik School Board shall appoint a director-general, and, under his direction, may appoint an assistant director-general and a secretary-general.

b) It shall also appoint under the director-general the senior and management staff and all other staff required for administration.

c) If the director-general is absent or unable to act, the assistant director-general shall exercise his functions and powers.

d) The director-general and the assistant director-general may be designated from among the persons holding senior positions, excluding that of secretary-general, and may perform all or some of the duties of senior officers.

e) Subject to the by-laws made under sub-paragraph 1 of Section 16 of the Education Act, the Council of the Kativik School Board shall establish by by-law the functions of the senior staff.

17.0.71 The commissioners shall be indemnified for expenses such as transportation, meals, lodging, actually incurred when attending meetings of the Kativik School Board. In addition, representation allowances provided under the Education Act shall be paid to the commissioners.

Alternatively, the commissioners may choose to be indemnified for expenses such as meals, lodging and travel expenses actually incurred when attending meetings of the Kativik School Board and in addition, be indemnified for loss of income they suffered as a result of attending such meetings, in accordance with the regulations to be adopted by the Kativik School Board. Such regulations shall take into consideration the prevailing conditions in the territory as well as the following :

a) commissioners'meetings shall be scheduled, whenever possible, to avoid conflict with the remunerated work of the commissioners and to take advantage of convenient or inexpensive transport;

b) if, in spite of the foregoing, individual commissioners suffer loss of income, the Kativik School Board may indemnify such commissioners for such loss, upon application therefor and where :

i) the commissioner represents or normally resides in a municipality other than that in which the meeting is held, and

ii) the commissioner is either employed on a full time basis or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings, and

iii) loss of remuneration is clear and unequivocal rather than potential.

17.0.72 The Kativik School Board may provide for the transportation of children to a school under its jurisdiction subject to budget approval for this service.

17.0.73 Commissioners, after having decided by resolution at a regularly held meeting not to re-engage for the following year a person holding a pedagogical or educational position, shall, at least sixty (60) days before the date of expiration of the engagement of such person or, in the case of an engagement terminating at the end of a school year, sixty (60) days preceding the end of such school year, notify such person in writing of their intention to terminate the said engagement, but need not in such notice assign any cause therefor.

17.0.74 The Council may establish by ordinance qualifications and employment criteria for Native teachers involved in the teaching of Inuit culture and language. Such teachers shall not be subject to the provisions of the regulations in effect concerning teachers'qualifications.

17.0.75 The Kativik School Board may incur expenditures for the construction, improvement or enlargement of buildings for educational purposes, including residences for teachers, provided that such expenditures are included in the approved capital assets budget. Section 225 of the Education Act shall not apply.

17.0.76 All buildings used for educational purposes, including residences for teachers, belonging to the Department of Indian Affairs and Northern Development or to the School Board of New Québec and all material and other assets located in such buildings as part of the regular equipment shall be taken over by the Kativik School Board in accordance with a procedure to be determined and at nominal cost.

JBNQA, par. 17.0.76
A. corr.

17.0.77 Buildings transferred by the Department of Indian Affairs and Northern Development to the Kativik School Board shall not be sold, leased, exchanged or alienated and shall again revert to the Crown if and when they cease to be used by the Kativik School Board for educational purposes.

JBNQA, par. 17.0.77
A. corr.

17.0.78 the Kativik School Board shall not be obliged to prepare evaluation rolls or to levy school property taxes to cover operating expenses or for the construction of schools.

17.0.79 The manner of conducting the annual school census shall be determined by ordinance of the Kativik School Board.

17.0.80 Any child who maintains or helps to maintain his family may be declared exempt from compulsory school attendance by the Kativik School Board.

17.0.81 The Kativik School Board may determine by ordinance the manner of posting public notices required by law.

17.0.82 The School Board Grants Act (S.R.Q., 1964, chapter 237) shall not apply.

17.0.83 Subject to budgetary approval, provisions shall be made for maintaining the necessary levels of financial aid to students attending school outside the territory when following courses not offered by the Kativik School Board.

17.0.84 Québec and Canada will jointly maintain, through the Kativik School Board, adequate funding for educational services and programs presently available to the population in the territory.

17.0.85 Based on annual budgets providing for operating and capital costs approved by a joint committee named by Québec and Canada, each of the said Governments shall contribute to the approved budget of the Kativik School Board on the following basis :

Québec : 75%

Canada : 25%

This provision shall take effect two years after the execution of the Agreement.

Commencing in 1982 and every five (5) years thereafter, the percentage contribution of Québec and Canada shall be reviewed taking into account changes in the ratio of Native students to non-Native students under the jurisdiction of, and receiving services from, the Kativik School Board.

JBNQA, par. 17.0.85
A. corr.

17.0.86 The Kativik School Board may make recommendations to the Lieutenant-Governor in Council to declare inapplicable, in whole or in part, any regulation enacted under the Education Act which may affect it.

17.0.87 This Section shall come into force gradually over a minimum transition period of two (2) years to be jointly determined by the Kativik School Board and the Minister, beginning with the first complete school year following the execution of the Agreement in accordance with the provisions of Schedule 1 of this Section.

17.0.88 The provisions of this Section can only be amended with the consent of Québec and the interested Native party, save for the provisions of paragraphs 17.0.76, 17.0.77, 17.0.84 and 17.0.85 which in addition shall require the consent of Canada.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Annex 1

During the first year, the parents'committees shall be constituted, the commissioners elected and the director-general appointed by the commissioners. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall continue to operate the schools they now administer. The Kativik School Board will plan the operations for the second year and, with the assistance of the School Board of New Québec and the Department of Indian Affairs and Northern Development, will draw up the operating and capital assets budget for the second year.

During the second year, the Kativik School Board will administer all schools in the territory. All its decisions shall be subject to the approval of a tripartite committee composed of the director-general, the administrator of the School Board of New Québec and an appointee of the Federal Government.

As of the third year, all teachers and principals of the School Board of New Québec and of the Department of Indian Affairs and Northern Development assigned to schools in the territory shall become employees of the Kativik School Board. The School Board of New Québec and the Department of Indian Affairs and Northern Development shall withdraw from the operation of schools in the territory.

SECTION 18

Administration of Justice – Crees

18.0.1 The Minister of Justice of Québec shall be responsible for the administration of Justice throughout the Territory.

18.0.2 The actual judicial district of Abitibi is modified in order to include the territory of Abitibi, Mistassini and New-Québec, including Great Whale River and the area covered by the James Bay Region Development Act (S.Q., 1971, c. 34), but not including Schefferville, Gagnonville and Fermont, hereinafter called the "judicial district of Abitibi". The adjacent judicial districts shall be modified accordingly.

JBNQA, par. 18.0.2
A. corr.

18.0.3 All concurrent jurisdictions of other judicial districts existing in virtue of the Courts of Justice Act are abolished.

18.0.4 The Minister of Justice of Québec shall not effect any changes to the territorial limits of the "judicial district of Abitibi" without consulting the local authorities of Cree communities that would be affected by any such changes.

18.0.5 The courts to be established, judges and legal officers who will be designated for the "judicial district of Abitibi" have jurisdiction in all civil, criminal, penal and statutory matters.

18.0.6 Appeals from judgments rendered in the "judicial district of Abitibi" are presented before the Court of Appeal sitting in Québec.

18.0.7 The Minister of Justice of Québec shall designate one or more judges or other persons required to dispense justice in the "judicial district of Abitibi". The said judges or persons must be cognizant with the usages, customs and psychology of the Crees.

18.0.8 The persons appointed to dispense justice shall be empowered and have the combined duties of a judge of the Provincial Court, of a judge of the Social Welfare Court, of a judge of the Court of Sessions of the Peace, with powers to hear infractions punishable under the Summary Convictions Act of the Province of Québec, of a magistrate under Part XVI of the Criminal Code, of a magistrate under Part XXIV of the Criminal Code and of a justice of the peace appointed under section 107 of the Indian Act. They may have special or administrative jurisdictions.

JBNQA, par. 18.0.8
A. corr.

18.0.9 Justices of the peace, preferably Crees, are appointed in order to deal with infractions to by-laws adopted by Cree local authorities and other offences contemplated in section 107 of the Indian Act. These appointments are subject to the approval of the interested Cree local authority.

18.0.10 With the authorization of the Deputy Minister of Justice of the Province of Québec, the justices of the peace referred to in paragraph 18.0.9 in addition to their regular functions are empowered to receive oaths and informations, issue summonses, confirm or cancel appearance notices and recognizances, issue subpoenas, proceed to the adjournment of appearances and of cases, order the release of persons upon the signing of a promise to appear, or upon recognizance or bail.

JBNQA, par. 18.0.10
A. corr.

18.0.11 The chief place of the "judicial district of Abitibi" is situated at Amos or at such other place that the legislator may designate.

18.0.12 The Lieutenant-Governor in Council may, by proclamation, authorize the court, tribunals, bodies and commissions whether or not they have been constituted by the Courts of Justice Act, to sit outside the chief place of the "judicial district of Abitibi" in the various Cree communities and Cree permanent establishments of the said district.

18.0.13 The tribunals are itinerant and the judges mentioned in paragraph 18.0.8, each time as the circumstances permit it, shall hold hearings in the various Cree communities and other Cree permanent establishments of the district.

18.0.14 The judges and other persons designated to render justice in the "judicial district of Abitibi" may establish from time to time rules of practice required for the proper administration of justice after having consulted with the Cree Regional Authority.

JBNQA, par. 18.0.14
A. corr.

18.0.15 The rules of practice for the "judicial district of Abitibi" must take into consideration the particular circumstances of the district, the customs, usages and way of life of the Crees in order to facilitate the administration of justice and render justice more accessible to the Crees. The said rules of practice should stipulate special provisions respenting :

a) the accessibility to records and registers;

b) the postponement for hearings and trials;

c) the days and hours for hearings, trials and examinations on discovery;

d) the procedures for the filing of proceedings and the issuance of writs.

18.0.16 The Minister of Justice of Québec shall establish insofar as it is practical to do so and as quickly as it is feasible to do so, buildings, premises and the facilities required for the proper functioning of the tribunals, courts, bodies and commissions in the "judicial district of Abitibi".

18.0.17 The Minister of Justice of Québec shall establish from time to time programs to train non-Native persons who are designated as judges or public officers, responsible to render justice in the said judicial district, including the non-Native personnel and staff of the courts, tribunals, bodies and commissions, in the particular problems of the "judicial district of Abitibi" as well as respecting the usages, customs and psychology of the Crees in the said district.

18.0.18 Subject to the amendments required to give effect to the provisions of the present Section, the Code of Civil Procedure, as amended from time to time, shall apply in the "judicial district of Abitibi".

18.0.19 The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be amended, insofar as this may be necessary to adopt such provisions to the circumstances, usages, customs and way of life of the Crees and in order to deal adequately with the difficulties of the "judicial district of Abitibi". In particular, for cases where a Cree is the defendant or the accused, amendments shall be adopted to qualify Crees as jurors, notwithstanding that such Cree might not qualify accordingly to the applicable laws and rules and notwithstanding that such Cree might not speak French or English.

JBNQA, par. 18.0.19
A. corr.

18.0.20 In accordance with paragraph 18.0.12, sub-offices of the courts for the "judicial district of Abitibi" shall be established, as required, within the Cree communities and Cree permanent settlements of the district after consultation with the interested Cree local authorities or with the Cree Regional Authority. To the extent feasible, Crees shall be engaged on a part-time or full-time basis and trained as

deputies to the clerks of the Provincial Court, of the Social Welfare Court, of the Court of Sessions of the Peace, as well as deputy to the sheriff of the said "judicial district of Abitibi".

JBNQA, par. 18.0.20
A. corr.

18.0.21 The officers of the itinerant court are accompanied by officers having authority to issue writs of the Superior Court. Where the Superior Court is empowered to sit elsewhere than in the chief place of the "judicial district of Abitibi", the issuance of writs is authorized.

JBNQA, par. 18.0.21
A. corr.

18.0.22 The Minister of Justice of Québec must establish from time to time programs to train Crees to act initially as stenographers of the itinerant Provincial Court and eventually for the other courts, tribunals, bodies and commissions of the "judicial district of Abitibi".

18.0.23 In the "judicial district of Abitibi", in all civil, criminal, penal and all statutory matters where a Cree person is a party to the suit, case of proceedings, or is the accused, the following provisions apply :

a) intepreters shall be provided as of right without costs to such Cree party;

b) on demand of either one of the two parties, the written motivated judgments, which were not rendered orally at the sitting of the court, tribunal, body or commission, are translated as of right into Cree without cost to the Cree parties for information purposes only;

c) all verbal decisions and judgments or pronouncements, rulings, statements and comments of the presiding judge shall be simultaneously translated into Cree at no cost and for information purposes only;

d) all of the depositions, admissions, objections to evidence and the decisions thereon shall be simultaneously translated into the Cree language at no cost and for information purposes only;

JBNQA, par. 18.0.23
A. corr.

18.0.24 The attorney-general of Québec shall designate Crown attorneys for the "judicial district of Abitibi" for such term of office and upon such conditions as are required to meet the circumstances in the said district.

18.0.25 It is recognized that most of the Crees in the "judicial district of Abitibi" qualify at the present time for the benefit of legal aid services. The Crees as individuals are entitled as of right to receive legal aid services in all matters provided they meet the criteria of the Québec Legal Services Commission, which criteria shall be modified to take into consideration the cost of living, the distances involved and other factors particular to the said judicial district.

JBNQA, par. 18.0.25
A. corr.

18.0.26 As quickly as possible after the execution of the Agreement and after consultation with Cree local authorities, the appropriate detention institutions will be established within the "judicial district of Abitibi" so that Crees subject to imprisonment, committal or detention, shall not emprisoned, committed or detained in any institution below the 49th parallel of latitude, except where they are detained pending trial or pending their sentence or judgment before a court having jurisdiction below the 49th parallel of latitude. However, Crees who, after their sentence, are imprisoned, committed or detained in any place whatsoever, have the right, if they so desire, to be imprisoned, committed or detained in small institutions

situated within the territory of James Bay, if such institutions are appropriate taking into consideration all circumstances.

JBNQA, par. 18.0.26
A. corr.

18.0.27 All institutions, penitentiaries and places of detention in the "judicial district of Abitibi" for the Crees and non-Native persons shall be staffed totally or in part by Crees taking into account the available Cree manpower suitable. For such purposes, programs shall be established to train Crees as staff, correctional or detention officers and as officers required for probation, parole, rehabilitation and aftercare services.

JBNQA, par. 18.0.27
A. corr.

18.0.28 When a Cree is arrested or detained, he must be informed in the Cree language, if he does not comprehend either French or English, of his basic rights and has a right to communicate with his family and to obtain the services of a lawyer of his own choice.

18.0.29 In accordance with a federal-provincial agreement with respect to costs of the programs of services referred to in this Section, it shall be provided:

a) that Crees who are sentenced by any court to imprisonment for life or for a number of years not less than two (2) or for imprisonment to less than two (2) years may be detained in a place of detention situated and established in the James Bay Territory, including Great Whale River after consultation with the Cree local authority of the "judicial district of Abitibi";

b) that Crees who are found to be or become mentally ill at any time during their confinement in a penitentiary or place of detention be detained in the appropriate facilities in the James Bay Territory, including Great Whale River;

c) that suitable facilities be provided within the James Bay Territory including Great Whale River to receive and care for persons detained who, during their term of detention, become seriously ill or contract infectious or contagious diseases;

d) that facilities be provided for detention, training and rehabilitation of young Cree offenders under the age of twenty-one (21) years and under the age of sixteen (16) years;

e) that establishments for the temporary detention of persons, public prisons, rehabilitation and reformatory institutions, almshouses, workhouses, refuges for women, reformatory institutions for women and other institutions for training, rehabilitation and readaptation of persons detained be provided for;

f) that special rehabilitation programs be created for the treatment, training and rehabilitation of detained Crees taking into account the age and conditions of the persons detained, as well as their way of life and culture;

g) that special programs, both during detention and after release, be created in order to facilitate the return of the Crees to, and their reintegration into, their families and communities.

JBNQA, par. 18.0.29
A. corr.

18.0.30 Probation, parole, rehabilitation and aftercare services are provided to Crees, in the Cree language, if possible, taking into account their culture and way of life.

18.0.31 Studies for the revision of sentencing and the detention practices of Crees should be undertaken with their cooperation, taking into account their culture and way of life.

18.0.32 The presiding judge of the itinerant court of the "judicial district of Abitibi" shall have available, when necessary or when appropriate, probation officers, preferably Crees, trained for and cognizant of the problems in the said judicial district and problems concerning the Crees who live therein.

JBNQA, par. 18.0.32
A. corr.

18.0.33 In order to ensure that Cree people do not misunderstand the intervention of the judicial authority or of the legal system, Crees will receive special training to act as information officers and be stationed in the Cree communities.

JBNQA, par. 18.0.33
A. corr.

18.0.34 After consultation with the Cree local authorities or Cree Regional Authority, and when it will be appropriate to do so, Crees will be recruited, trained and hired in order to assume the greatest number possible of positions in connection with the administration of justice in the "judicial district of Abitibi".

18.0.35 Information programs shall be established and financed by Québec to help Crees understand the law, to train court workers and detention liaison officers in order to help Crees obtain legal advice and to assist them in all of the phases of the judicial process and to give the Cree communities information concerning the law. Crees shall be engaged and trained for these purposes as soon as possible after the execution of the Agreement.

JBNQA, par. 18.0.35
A. corr.

18.0.36 Programs must be provided for non-Native persons engaged in the various aspects of the judicial and legal system of the said district so that such persons be familiar with the language, customs, needs and aspirations of the Crees.

18.0.37 A judicial advisory committee will be established and financed by Québec after the execution of the Agreement. It will be composed of representatives of Québec, the Crees and other specialists whose participation is deemed necessary. The said committee shall advise on a permanent basis the authorities with respect to the administration of justice respecting Crees in the "judicial district of Abitibi" including the following:

a) the participation of Crees in all the phases of the judicial, para-judicial or legal process, including the planning and delivery of judicial services which are destined for them;

b) the studies and research projects required to properly implement the provisions of the present Section;

c) the courts, officers and staff required;

d) the buildings and facilities required:

e) the laws from time to time required or their amendments in order to give effect to the provisions of this Section;

f) the establishment of more frequent and more systematic communications with the Crees;

g) the establishment of a system of legal education, information and discussion with the Crees.

JBNQA, par. 18.0.37
A. corr.

18.0.38 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

18.0.39 However, the native interested party hereby recognizes that for a sound administration of justice, the provisions of this Section and of Section 20 shall be read together and, to the extent possible, administered and implemented uniformly.

A. corr.

SECTION 19
Police – Crees

(Chapter 19 of the JBNQA was replaced in its entirety by section 1 of Complementary Agreement no. 19.)

19.1 The Cree Regional Authority is authorized to establish under its administration a regional police force to be called the "Eeyou-Eenou Police". To this end, the existing Cree Local Community Police Forces shall be merged into the regional police force. With the agreement of Québec, the Cree Regional Authority may designate another entity to administer the Eeyou-Eenou police force.

Compl. A. no. 19, s. 1

19.2 The Eeyou-Eenou police force will be a police force within the meaning of the *Police Act* and its members will be police officers within the meaning of that Act. Its mission and responsibilities and those of each of its police officers include maintaining peace, order and public security, preventing and repressing crime and offences under the law, apprehending offenders, and enforcing the by-laws and regulations of the Cree authorities.

Compl. A. no. 19, s. 1

19.3 The Eeyou-Eenou police force shall:

a) be responsible for police services within the following territorial areas :

i) the Category IA lands;

ii) the Category IB lands, including Special Category IB lands, as well as any other lands forming the territory of a Cree village within the meaning of the *Cree Villages and the Naskapi Village Act* (R.S.Q., c. V-5.1);

iii) the Category II or Category III lands situated within the perimeter of the Category I lands of a Cree community;

iv) if the Category I lands of a Cree community are bounded on any side by navigable or other waters, or by the bank or shore of such waters, the expanse in front of those lands, to the middle of such waters, including the islands and outcrops in such waters, if it is not already part of Category I lands of a Cree community; if, however, the waters fronting those lands are wider than 3 kilometers, this responsibility shall not be exercised beyond 1.5 kilometers from the bank or shore without the agreement of the Cree Regional Authority and Québec;

v) and any path or road determined by agreement between the Cree Regional Authority and Québec, as well as the adjacent lands.

b) assume a role and responsibilities for police services, in collaboration with the Sûreté du Québec, on Category II lands and on Category III lands contemplated by paragraph 22.1.6 in accordance with arrangements to be agreed upon the Cree Regional Authority and Québec, in consultation with the concerned police forces.

Compl. A. no. 19, s. 1

19.3.1 For greater certainty, paragraph (a) of Sub-Section 19.3, and as the case may be, paragraph (b) of Sub-Section 19.3, apply to Oujé-Bougoumou.

Compl. A. no. 22, sch. 2, s. 9

19.4 In order to carry out their mission, the Eeyou-Eenou police force and its police officers shall provide police services as set out in the *Police Act* and as determined through agreement between Québec and the Cree Regional Authority.

Compl. A. no. 19, s. 1

19.5 The hiring requirements for the police officers of the Eeyou-Eenou police force shall be determined through agreement between the Cree Regional Authority and Québec.

Compl. A. no. 19, s. 1

19.6 Canada and Québec shall each fund the Cree Regional Authority for the Eeyou-Eenou police force in accordance with a tripartite funding agreement to which the Cree Regional Authority shall be a party. The funding agreement shall have a minimum duration of five (5) years, unless otherwise agreed to by the parties to such agreement.

Compl. A. no. 19, s. 1

19.7 The respective shares of the total funding contribution provided by Canada and Québec pursuant to subsection 19.6 will be fifty-two percent (52%) and forty-eight percent (48%), respectively, unless otherwise agreed between Canada and Québec.

Compl. A. no. 19, s. 1

19.8 The number of police officers funded pursuant to sub-section 19.6 for the Eeyou-Eenou police force is set, as of April 1st, 2007, in accordance with a ratio of one (1) police officer for every two hundred and fifteen (215) Cree and non-Cree residents on the lands contemplated by paragraph 19.3 a).

Compl. A. no. 19, s. 1

19.9 For the application of sub-section 19.8, the population level shall be measured at December 31, 2006 through statistical sources agreed to by the Cree Regional Authority, Québec and Canada. Subsequently, the population level will be measured every five years in accordance with the same modalities, provided however that the number of police officers funded pursuant to this sub-section cannot be reduced to less than sixty-five (65) police officers.

Compl. A. no. 19, s. 1

19.10 The provisions of this section can only be amended with the consent of Canada and the Cree Native Party, in matters of federal jurisdiction, and with the consent of Québec and the Cree Native Party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

Compl. A. no. 19, s. 1

SECTION 20

Administration of Justice – Inuit

20.0.1 The existing judicial district of Abitibi is modified to include the territories of Abitibi, Mistassini and Nouveau-Québec, including Great-Whale River and the area covered by the James Bay Region Development Act (L.Q. 1971, c. 34) but not including Schefferville, Gagnonville and Fermont. The contiguous judicial districts are modified accordingly.

JBNQA, par. 20.0.1
A. corr.

20.0.2 All concurrent jurisdictions with the other judicial districts which may exist under the Courts of Justice Act are abolished.

20.0.3 The Minister of Justice of Québec shall not effect any changes in the territorial limits of the judicial district of Abitibi for the territories of Mistassini and Nouveau-Québec without prior consultation with the Regional Government.

20.0.4 The Lieutenant-Governor in Council may authorize by proclamation the courts, the tribunals, bodies and commissions constituted or not under the Courts of Justice Act to sit outside the chief-place in the various permanent Inuit communities and settlements of the judicial district of Abitibi.

20.0.5 There shall be an itinerant court for the judicial district of Abitibi. The itinerant court shall sit in each community where a sub-office has been established under paragraph 20.0.4 and shall be presided over by judges having the combined jurisdictions of :

a) a judge of the Provincial Court,

b) a magistrate under part XVI of the Criminal Code,

c) a magistrate under part XXIV of the Criminal Code,

d) a judge of the Court of the Sessions of the Peace,

e) a judge of the Social Welfare Court, and

f) one or two justices of the peace.

JBNQA, par. 20.0.5
A. corr.

20.0.6 The judges and persons appointed to dispense justice in the judicial district of Abitibi shall, after prior consultation with the Regional Government, make from time to time the rules of practice judged necessary for the proper administration of justice in the said district.

20.0.7 The rules of practice established for the judicial district of Abitibi under paragraph 20.0.6, shall take into consideration the particular circumstances of the district, the customs, usages and ways of life of the Inuit, in order to facilitate and render justice more accessible, and may, in particular, include special rules respecting the following :

a) accessibility to records and registers,

b) postponement of hearings and trials,

c) days and hours for hearings, trials and examinations on discovery, and

d) procedures for the filing of proceedings and the issuance of writs.

JBNQA, par. 20.0.7
A. corr.

20.0.8 All judges and other persons appointed to dispense justice in the judicial district of Abitibi shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.9 There shall be appointed a clerk of the itinerant court.

Assistants to the clerk of the itinerant court shall also be appointed to manage the sub-offices established under paragraph 20.0.4.

The clerk and assistant-clerks of the itinerant court shall be empowered to act as deputy-sheriff, issue writs and discharge the duties of a deputy-prothonotary of the Superior Court.

JBNQA, par. 20.0.9
A. corr.

20.0.10 A qualified interpreter and an official stenographer qualified to take down shorthand in both French and English shall accompany the itinerant court.

JBNQA, par. 20.0.10
A. corr.

20.0.11 The Minister of Justice of Québec must see to it that, upon demand from any Inuit party, the judgments with reasons of the courts, judges, tribunals, bodies and commissions that are not rendered orally and in open court, but in writing, are translated as of right into Inuttituut without cost, for purposes of information only.

JBNQA, par. 20.0.11
A. corr.

20.0.12 Non-Inuit court staff shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.13 The Department of Justice of Québec shall, after prior consultation with the Regional Government, establish formation and training programs for Inuit for the positions of clerk and assistant-clerk of the itinerant court, sheriff, deputy-sheriff, stenographer and interpreter.

JBNQA, par. 20.0.13
A. corr.

20.0.14 The itinerant court shall be assisted, in the exercise of its powers respecting supervised probation, by probation officers. The names of the candidates to become probation officers of the itinerant court shall first be proposed by the Regional Government to the Probation and Houses of Detention Service of the Department of Justice of Québec or by such Service to the Regional Government for consideration and approval.

JBNQA, par. 20.0.14
A. corr.

20.0.15 Information officers shall be stationed in municipalities designated by the Department of Justice of Québec after prior consultation with the Regional Government. The names of the candidates to become information officers shall first be proposed by the Regional Government to the Department of Justice of Québec or by the Department of Justice of Québec to the Regional Government for consideration and approval.

20.0.16 Non-Inuit probation and information officers shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.17 The Department of Justice of Québec shall, after prior consultation with the Regional Government, establish according to needs, educational and training programs for Inuit for the functions of probation and information officer.

20.0.18 The Department of Justice shall appoint Crown attorneys for the judicial district of Abitibi for such terms of office and upon such conditions as are required to meet the circumstances in the said district. Such appointees shall be cognizant with the usages, customs and psychology of the Inuit people.

20.0.19 All residents of the judicial district of Abitibi shall be entitled as of right to receive Legal Aid services in all matters, provided they qualify in accordance with the criteria of the Québec Legal Services Commission which shall be modified for this district insofar as this may be necessary, to take into consideration the cost of living, the distances involved and other factors particular to the said district.

20.0.20 The provisions of the Code of Civil Procedure, the Criminal Code and the Canada Evidence Act shall be modified, if deemed necessary, to suit the particular difficulties of the judicial district of Abitibi and to take into account the circumstances, usages, customs and way of life of the Inuit and to render justice more accessible to them.

20.0.21 The Criminal Code should be amended to allow that six jurors only be sworn in the territories of Abitibi, Mistassini and Nouveau-Québec in the judicial district of Abitibi.

20.0.22 Amendments should be adopted to allow Inuit, in cases where the defendant or accused is an Inuk, to be sworn as jurors according to applicable laws and regulations, even though they cannot speak French or English fluently.

JBNQA, par. 20.0.22
A. corr.

20.0.23 The Lieutenant-Governor in Council shall appoint for the judicial district of Abitibi a coroner cognizant with the usages, customs and psychology of the Inuit people.

20.0.24 Sentencing and detention practices should be revised to take into account the culture and way of life of the Inuit people, and this, with their cooperation.

20.0.25 As quickly as possible after the execution of the Agreement and after consultation with the Regional Government, the appropriate detention institutions shall be established within the judicial district of Abitibi so that Inuit should not be, unless circumstances so require, detained, imprisoned or confined in any institution below the 49th parallel.

20.0.26 All Inuit persons, wherever they are sentenced or confined, shall, if they so desire, have the right to be detained, imprisoned or confined in small institutions located within the territory of the Regional Government if such institutions are adequate for these purposes having due regard to all circumstances.

20.0.27 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

JBNQA, par. 20.0.27
A. corr.

20.0.28 However, the native interested party hereby recognizes that for a sound administration of justice, the provisions of this Section and of Section 18 shall be read together and, to the extent possible, administered and implemented uniformly.

A. corr.

SECTION 21
Police – Inuit

21.0.1 Subject to the laws of Québec of general application, the Regional Government is hereby authorized to establish by ordinance and maintain a Regional Police Force in its territory.

21.0.2 The Regional Police Force shall be governed by the provisions of the Police Act (S.Q. 1968, c. 17) and all other laws of Québec of general application, save where these laws are inconsistent with this Section, in which event the provisions of this Section shall prevail.

21.0.3 Members of the Regional Police Force shall be posted in the most populated municipalities based on the criterion of one member for every five hundred (500) inhabitants including the floating population in the territory.

21.0.4 The Regional Government has the authority to make ordinances to :

a) provide for the organization, equipment and maintenance of a Regional Police Force and the discipline of its members;

b) prescribe the duties and powers of the members of such force and prescribe the penalties applicable in case of infringement of the ordinances respecting discipline;

c) provide for the imposition of penalties, including dismissal or fine, upon any member of the Regional Police Force who accepts or demands, directly or indirectly, any sum of money, favour or alcoholic beverage as a consideration for the exercise of influence or for an act or omission in the discharge of his duties;

d) determine the places where the members of the Regional Police Force may reside, classify them, specify the ranks that may be assigned to them and prescribe the inspections to which they shall be subject.

Such ordinances shall apply subject to the provisions of this Section and to the by-laws of the Québec Police Commission made under section 17 of the Police Act.

After an ordinance dealing with any subject contemplated in this paragraph has been passed, the Secretary of the Regional Government must send a copy thereof to the Québec Police Commission within fifteen (15) days following its coming into force.

21.0.5 The Regional Government must at the request of the Québec Police Commission pass and forward to it within sixty (60) days of such request an ordinance providing for the discipline of the members of the Regional Police Force and providing for the penalties applicable in the case of infringement of such ordinance; such an ordinance shall come into force upon approval by the Québec Police Commission.

21.0.6 It shall be the duty of the Regional Police Force and each member thereof to maintain peace, order and public safety in the territory, to prevent crime and infringements of the by-laws of the municipal corporations, the ordinances of the Regional Government and the laws of the Province of Québec and to seek out the offenders.

21.0.7 The Regional Police Force shall be under the control of a director or chief who shall command it.

No person can fulfill the duties of director or chief or member of the Regional Police Force until he has taken the oaths prescribed in section 4 of the Police Act.

21.0.8 The Secretary of the Regional Government shall keep a register of all the policemen who are members of the Regional Police Force and of the special constables appointed by the chairman of the Executive Committee under paragraph 21.0.13; each such policeman and special constable may require of the Secretary a certificate attesting his appointment.

21.0.9 Sub-paragraphs (d) and (e) of section 3 of the Police Act respecting qualifications to become a Police Force cadet, a member of the Police Force or a municipal cadet or policeman shall not apply to Inuit members of the Regional Police Force.

21.0.10 With respect to Inuit members of the Regional Police Force, any by-law of the Québec Police Commission made for the purposes of qualifications required for admission in the said Police Force shall be made after prior consultation with the Regional Government.

21.0.11 The names of the candidates to become members of the Regional Police Force shall first be proposed by the Regional Government to the Department of Justice or by the Department of Justice to the Regional Government for consideration and approval.

After attending the Québec Police Institute and completing their courses, such candidates shall be appointed members of the Regional Police Force by the Regional Government.

21.0.12 The director or chief of the Regional Police Force is appointed by the Attorney-General on the recommendation of the Regional Government, and shall take the oaths prescribed in section 4 of the Police Act before any judge contemplated in section 64 of the Police Act; other members of the Regional Police Force and special constables appointed under paragraph 21.0.13 shall take the oaths prescribed in section 4 of the Police Act before the chairman of the Executive Committee of the Regional Government pursuant to the approval of the Attorney-General.

The approval of the Attorney-General shall not be necessary for special constables appointed under paragraph 21.0.13.

21.0.13 The Council of the Regional Government may, by ordinance, authorize the chairman of the Executive Committee to appoint in writing, in case of emergency and for a period not exceeding seven (7) days, persons called special constables, to maintain peace, order and public safety in the territory of the Regional Government, to prevent crime and infringements of the by-laws of the municipal corporations, the ordinances of the Regional Government, and the laws of the Province of Québec and seek out the offenders.

Any ordinance adopted under the preceding paragraph may prescribe the maximum number of persons whom the chairman of the Executive Committee may appoint as special constables and establish the maximum remuneration that they may be paid.

21.0.14 The writing attesting the appointment of a special constable shall be made in duplicate and one of the duplicates shall be given to the person so appointed.

JBNQA, par. 21.0.14
A. corr.

21.0.15 Any member of the Regional Police Force and any special constable appointed under paragraph 21.0.13 may be dismissed by any judge contemplated in section 64 of the Police Act when an application to that effect is made to him by the Attorney-General.

JBNQA, par. 21.0.15
A. corr.

21.0.16 Training and course programs shall be established pursuant to the provisions of the by-laws that shall be enacted by the Québec Police Commission under paragraph (b) of section 17 of the Police Act, after consultation with the Regional Government. Québec shall pay for training and course fees and lodging for the candidates at the Québec Police Institute.

21.0.17 The Regional Government may establish by ordinance and maintain a police school. Such ordinance, to be valid, must be approved by the Lieutenant-Governor in Council.

21.0.18 Notwithstanding the provisions of paragraph 2.9 of Schedule 2 of Section 12 and of paragraph 2.9 of Schedule 2 of Section 13 of the Agreement, any ordinance passed by the Regional Government under this Section shall apply within the whole territory of the Regional Government and its application shall not be limited to municipalities.

21.0.19 Inuit people who do not meet the qualifications for admission in the Québec Police Force may be appointed special constables under section 64 of the Police Act, in which case paragraphs 21.0.9 and 21.0.10 shall apply, *mutatis mutandis*.

The names of the candidates to become special constables shall first be proposed by the Regional Government to the Department of Justice or by the Department of Justice to the Regional Government for consideration and approval.

21.0.20 The provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SECTION 22

Environment and Future Development Below the 55th Parallel

22.1 Definitions

For the purposes of this Section :

22.1.1 "Administrator" shall mean :

i) In the case of matters respecting provincial jurisdiction, the Director of the Environmental Protection Service or his successor, or any person or persons authorized from time to time by the Lieutenant-Governor in Council to exercise functions described in this Section.

ii) In the case of matters involving federal jurisdiction, any person or persons authorized from time to time by the Governor in Council to exercise functions described in this Section.

iii) in the case of proposed development in Category I, the Administrator designated by the Cree Regional Authority.

JBNQA, par. 22.1.1
Compl. A. no. 20, s. 1

22.1.2 "Cree community" shall mean the Cree communities of Great Whale River, Fort George, Old Factory, Eastmain, Rupert House, Nemiscau, Waswanipi and Mistassini as well as any new Cree communities recognized as such by Canada and Québec. For greater certainty, from the coming into force of Complementary Agreement No. 22, "Cree Community" also includes the Crees of Oujé-Bougoumou.

JBNQA, par. 22.1.2
Compl. A. no. 22, sch. 2, s. 10

22.1.3 "Cree economy" shall mean the activities and means by which Cree people earn, conduct and enjoy their economic livelihood.

22.1.4 "Development" or "Development Project" shall mean a project consisting of any work, undertaking, structure, operation, industrial process which might affect the environment or people of the Territory, exclusive of the operation and maintenance of such project after construction. However, the operation of such project shall form part of the considerations in the assessment and review procedures for the construction of such project.

22.1.5 "Section" shall mean this Section of the Agreement.

22.1.6 "Territory" shall mean the area in Québec south of the 55th parallel of latitude, (excluding the area in the vicinity of Schefferville south of the 55th parallel of latitude), and west of the 69th meridian of longitude, and including the Categories I and II lands of the Crees of Great Whale, and with the southern boundary coinciding with the southern limits of the Cree traplines as defined in Section 24.

22.1.7 "Preliminary Planning Stage" shall mean the stage at which a proponent studies the alternatives available and the technical, economic, financial and social dimensions of the project before taking a decision on the best alternatives to retain for further study.

22.2 General Provisions

22.2.1 The environmental and social protection regime applicable in the Territory shall be established by and in accordance with the provisions of this Section.

22.2.2 The said regime provides for :

a) A procedure whereby environmental and social laws and regulations and land use regulations may from time to time be adopted if necessary to minimize the negative impact of development in or affecting the Territory upon the Native people and the wildlife resources of the Territory;

b) An environmental and social impact assessment and review procedure established to minimize the environmental and social impact of development when negative on the Native people and the wildlife resources of the Territory;

c) A special status and involvement for the Cree people over and above that provided for in procedures involving the general public through consultation or representative mechanisms wherever such is necessary to protect or give effect to the rights and guarantees in favour of the Native people established by and in accordance with the Agreement;

d) The protection of the rights and guarantees of the Cree people established by and in accordance with Section 24;

e) The protection of the Cree people, their economies and the wildlife resources upon which they depend;

f) The right to develop in the Territory.

22.2.3 All applicable federal and provincial laws of general application respecting environmental and social protection shall apply in the Territory to the extent that they are not inconsistent with the provisions of the Agreement and in particular of this Section. If necessary to give effect to the present Section of the Agreement, Québec and Canada shall take the required measures to adopt suitable legislation and regulations for such purpose.

22.2.4 The responsible governments and the agencies created in virtue of this Section shall within the limits of their respective jurisdictions or functions as the case may be give due consideration to the following guiding principles :

a) The protection of the hunting, fishing and trapping rights of Native people in the Territory, and their other rights in Category I lands, with respect to developmental activity affecting the Territory;

b) The environmental and social protection regime with respect to minimizing the impacts on Native people by developmental activity affecting the Territory;

c) The protection of Native people, societies, communities, economies, with respect to developmental activity affecting the Territory;

d) The protection of wildlife resources, physical and biotic environment, and ecological systems in the Territory with respect to developmental activity affecting the Territory;

e) The rights and guarantees of the Native people within Category II established by and in accordance with Section 24 until such land is developed;

f) The involvement of the Cree people in the application of this regime;

g) The rights and interests of non-Native people, whatever they may be;

h) The right to develop by persons acting lawfully in the Territory;

i) The minimizing of negative environmental and social impacts of development on Native people and on Native communities by reasonable means with special reference to those measures proposed or recommended by the impact assessment and review procedure.

22.3 James Bay Advisory Committee on the Environment

22.3.1 A James Bay Advisory Committee on the Environment (hereinafter referred to as the "Advisory Committee"), a body made up of members appointed by the Cree Regional Authority, Canada and Québec is established to review and oversee the administration and management of the environmental and social protection regime established by and in accordance with this Section.

22.3.2 The Advisory Committee shall have thirteen (13) members. The Cree Regional Authority, Québec and Canada shall each appoint four (4) members. The Chairman of the Hunting, Fishing and Trapping Coordinating Committee established by and in accordance with Section 24 shall ex officio be a member, save when the said Chairman is appointed from the members appointed by the Inuit Native party in which case the second Vice-Chairman shall ex officio be a member.

JBNQA, par. 22.3.2
Compl. A. no. 1, sch. 2, s. 1

22.3.3 Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may upon unanimous consent increase or decrease the membership of the Advisory Committee.

22.3.4 The members of the Advisory Committee shall each have one (1) vote except as hereinafter provided otherwise :

a) When matters of exclusive provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Canada including the Chairman of the Hunting, Fishing and Trapping Coordinating Committee, when he has been appointed by Canada shall not vote;

b) When matters of exclusive federal jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec including the Chairman of the Hunting, Fishing and Trapping Coordinating Committee, when he has been appointed by Québec, shall not vote;

c) When matters of joint or mixed federal and provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec and the members appointed by Canada shall each have one (1) vote and the members appointed by the Cree Regional Authority shall each have two (2) votes, and the Chairman of the Hunting, Fishing and Trapping Coordinating Committee shall have a vote.

22.3.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Advisory Committee from among their appointees in the following manner :

a) In the first year of the operation of the Advisory Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed by the Cree Regional Authority;

c) In the third year of the operation of the Advisory Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed as provided in b);

e) In subsequent years, the appointment of the Chairman and Vice-Chairman of the Advisory Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph;

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman;

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 22.3.4.

22.3.6 The Chairman and Vice-Chairman shall hold office for one (1) year.

22.3.7 The Advisory Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

22.3.8 When matters of exclusive provincial jurisdiction or exclusive federal jurisdiction are being discussed, a quorum shall be five (5) members physically present provided that at least one (1) member appointed by each party whose members are entitled to vote is physically present.

22.3.9 When matters of joint provincial and federal jurisdiction are being discussed, a quorum shall be seven (7) provided at least one (1) member appointed by each party is physically present.

22.3.10 The quorums mentioned in the preceding paragraphs 22.3.8 and 22.3.9 may from time to time be changed with the unanimous consent of all members of the Advisory Committee.

22.3.11 A member of the Advisory Committee shall upon his appointment execute a written proxy in the form provided by the Advisory Committee in favour of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. The holder of such a proxy shall have the right to vote and otherwise act in the place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

22.3.12 All decisions shall be decided by a majority of the votes cast.

22.3.13 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

22.3.14 The Advisory Committee shall have a principal office within the Province of Québec, and may establish other offices within the said Province.

22.3.15 The Advisory Committee may establish and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Advisory Committee. All members of the Advisory Committee shall be entitled to vote on such by-laws which shall be subject to the approval of each party to the Advisory Committee.

22.3.16 The Advisory Committee shall meet at least four (4) times annually.

22.3.17 The Chairman of the Advisory Committee shall convoke a special meeting of the Advisory Committee within twenty (20) days of receipt from any four (4) members of the Advisory Committee of a written request indicating the purpose of such meeting.

22.3.18 The Chairman or Vice-Chairman, as the case may be, shall preside over meetings of the Advisory Committee.

22.3.19 A secretariat shall be established for the Advisory Committee consisting of not more than five (5) full-time persons; however, the Advisory Committee may recommend an alteration to the size of the secretariat. The secretariat shall be responsible to and under the direction and control of the Advisory Committee. Québec and Canada shall equally maintain and equally fund the secretariat. The secretariat shall receive and distribute data to the members when appropriate, report the results of meetings and decisions of the Advisory Committee and perform such other functions as the Advisory Committee shall from time to time determine, pursuant to this Section.

22.3.20 An official record of minutes and decisions of the Advisory Committee shall be kept by the secretariat.

22.3.21 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

22.3.22 Members of the Advisory Committee or the Advisory Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid by the party appointing the member or members who requires the services of such person. The remuneration and expenses of such person shall be paid from the budget of the Advisory Committee if the services of such person have been requested by the Advisory Committee.

22.3.23 Each party shall pay the remuneration and expenses of the members it appoints.

22.3.24 The Advisory Committee shall be a consultative body to responsible governments and as such shall be the preferential and official forum for responsible governments in the Territory concerning their involvement in the formulation of laws and regulations relating to the environmental and social protection regime and as such shall oversee administration and management of the regime through the free exchange of respective views, concerns and information.

22.3.25 The Committee shall, with adequate justification, recommend to responsible governments legislation, regulations and other appropriate measures related to the environmental and social protection regime for enactment or action by the appropriate authority.

22.3.26 The Committee shall examine environmental and social laws and regulations existing from time to time relating to the effects of development as well as existing land use regulations and procedures which might directly affect the rights of Native people established by and in accordance with Section 24 and this Section, and propose changes to responsible governments where appropriate.

22.3.27 The Committee shall examine and make recommendations respecting the environmental and social impact assessment and review mechanisms and procedures for the Territory.

22.3.28 The Committee shall be consulted from time to time on major issues respecting the implementation of the regime of the environmental and social protection and land use measures and may advise responsible concerned governments on the implementation of the environmental and social protection and land use regimes.

22.3.29 The Advisory Committee shall operate in accordance with the provisions of this Section.

22.3.30 All proposed regulations, measures and decisions of the Advisory Committee shall be communicated to the responsible government for attention, information and appropriate action.

22.3.31 Before submitting a regulation for enactment which relates only to the environmental and social protection regime and which is to apply only to Category II lands and/or Category I lands and/or Category III lands surrounded by Category I lands, the responsible Provincial or Federal Minister shall consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

22.3.32 In the case of regulations recommended by the Advisory Committee which are to apply only to Category II lands and/or Category I lands and/or Category III lands surrounded by Category I lands, where the responsible Federal or Provincial Minister modifies or decides not to act upon such recommendations or decides to take new action, he shall before acting consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

22.3.33 The James Bay Advisory Committee shall provide to the local government upon request technical and scientific information, advice or technical assistance, which it will obtain from the appropriate governmental agencies.

22.3.34 The Department of Lands and Forests shall when preparing a management plan for Crown forests and forestry operations, forward such management plan to the Advisory Committee for its

consideration and comments before approving the said management plan. The said Committee shall make its comments, if any, known to the said Department within ninety (90) days.

22.4 Regulatory Power and Implementation in Categories I, II and III Lands

22.4.1 The local government shall have in Category I the by-law powers set forth in Sections 9 and 10.

22.4.2 All developments and activities in Category I lands shall have to meet all applicable provincial and federal environmental regulations and all applicable local government environmental and social and land use regulations.

22.4.3 Regulatory powers in Category II lands respecting land use and environmental and social protection shall be the responsibility of Québec or Canada as the case may be within their respective jurisdiction and shall be exercised in a manner consistent with the provisions of this Section.

JBNQA, par. 22.4.3
A. corr.

22.4.4 All permissible developments and activities in Category II will have to meet all applicable Québec and Canada environmental, social and land use regulations.

22.4.5 In Category III lands, regulatory power shall be vested in the Lieutenant-Governor in Council or the Governor General in Council as the case may be subject to the provisions of Sub Section 22.3 of this Section.

22.4.6 The administration and enforcement of the regulatory regime in Category III shall be the responsibility of Québec or Canada as the case may be.

22.5 Requirement for Impact assessment and Review

22.5.1 All developments listed in Schedule 1 shall automatically be subject to the impact assessment and review procedures provided for herein. A proponent of a development contemplated by this paragraph shall submit a project description to the Administrator during the preliminary planning stage. This list shall be reviewed by the parties every five (5) years and may be modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

22.5.2 All developments listed in Schedule 2 shall not be subject to an impact assessment or review. This list shall be reviewed by the parties every five (5) years and may be modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

22.5.3 The provisions of paragraphs 22.5.4 to 22.5.17 shall apply in the Territory to all development other than that contemplated in paragraph 22.5.2.

22.5.4 In the case of development contemplated in paragraph 22.5.1, the Administrator shall decide, in a manner consistent with the provisions of this Sub Section, and more particularly only after receiving the recommendation of the evaluating committee pursuant to paragraph 22.5.14, the extent of impact assessment which shall be required and the stages at which such assessment and review shall occur. The Administrator shall instruct or make recommendations to the proponent in accordance with the said decision.

22.5.5 The Administrator shall decide, in a manner consistent with the provisions of this Sub Section, and more particularly only after receiving the recommendation of the evaluating committee pursuant to paragraph 22.5.13, whether a proposed development not contemplated in paragraph 22.5.1 or 22.5.2 shall

be assessed and reviewed. In the event that the Administrator decides that a proposed development shall be assessed or reviewed he shall act in the manner stipulated in paragraph 22.5.4.

22.5.6 There is established an Evaluating Committee, an advisory body, which shall be under the administrative supervision of the James Bay Advisory Committee on the Environment. The Evaluating Committee shall have six (6) members. Québec, Canada and the Cree Regional Authority shall each appoint two (2) members. The remuneration of a member shall be paid for by the body that appoints such member.

22.5.7 The members of the Evaluating Committee shall each have one (1) vote except as hereinafter provided otherwise :

a) When development projects of exclusive provincial jurisdiction are being dealt with by the Evaluating Committee, the members appointed by Canada shall not vote;

b) When development projects of exclusive federal jurisdiction are being dealt with by the Evaluating Committee, the members appointed by Québec shall not vote;

c) When development projects of joint or mixed federal and provincial jurisdiction are being dealt with by the Evaluating Committee, the members appointed by the Cree Regional Authority shall each have two (2) votes. The members appointed by Québec and the members appointed by Canada shall each have one (1) vote unless otherwise agreed to by Québec and Canada. However, any change in the Federal/ Provincial representation or the allocation of votes shall be without prejudice to the rights and guarantees in favour of the Crees established by and in accordance with this Section.

JBNQA, par. 22.5.7
A. corr.

22.5.8 The respective parties shall appoint a Chairman and Vice-Chairman of the Evaluating Committee from among their appointees in the following manner :

a) In the first year of the operation of the Evaluating Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Evaluating Committee, the Chairman and the Vice-Chairman shall be appointed by the Cree Regional Authority;

c) In the third year of the operation of the Evaluating Committee, the Chairman shall be appointed by the Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Evaluating Committee, the Chairman and the Vice-Chairman shall be appointed as provided for in b);

e) In subsequent years the appointment of the Chairman and Vice-Chairman of the Evaluating Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph.

22.5.9 The Chairman or the Vice-Chairman, as the case may be, of the Evaluating Committee, who shall hold office for one (1) year, shall have a second and deciding vote.

22.5.10 The Administrator shall in all cases contemplated by this Sub Section consult with and take into consideration the advice of the Evaluating Committee.

22.5.11 The proponent shall submit to the Administrator the following preliminary information respecting the proposed development :

a) In the case of developments contemplated by paragraph 22.5.1 :

i) Purpose of the project;

ii) Nature and extent of the proposed development;

iii) Intention to study alternative sites for development where appropriate;

iv) In the case when only one (1) alternative is proposed, reasons why no site alternatives are possible.

b) In the case of development not contemplated in paragraphs 22.5.1 and 22.5.2 information contemplated in i), ii), iii) and iv) above and in addition information and technical data adequate to permit a gross assessment of environmental and social impact of the project by the Evaluating Committee and the Administrator.

22.5.12 The Administrator shall forthwith transmit information referred to in paragraph 22.5.11 to the Evaluating Committee.

22.5.13 In the case of a development not contemplated in paragraphs 22.5.1 and 22.5.2, the Evaluating Committee shall determine if the proposed development may have a significant impact on the Native people, or on the wildlife resources of the Territory. On this basis, the Evaluating Committee shall recommend to the Administrator that either :

a) The development has no such significant impact, and may proceed without assessment and review, or

b) the development may have such a significant impact, and should be subject to assessment and review.

22.5.14 In the case of all development subject to assessment and review pursuant to paragraph 22.5.1 or 22.5.13, the Evaluating Committee shall recommend the extent of impact assessment and review and whether or not a preliminary and/or a final impact statement should be done by the proponent.

22.5.15 The Administrator shall, consistent with the provisions of the Agreement, and in particular this Section, and after considering among other possible factors the said recommendations, decide as the case may be, whether or not assessment and review shall be required and/or the nature and extent of such assessment and review and shall act in the manner stipulated in paragraphs 22.5.4 or 22.5.5 as the case may be. In the event that the Administrator cannot accept the recommendations of the Evaluating Committee or wishes to modify such recommendations he shall, before deciding, consult with the Evaluating Committee so as to explain his position and discuss same before formally informing the proponent or taking action thereon.

22.5.16 The Administrator shall notify the proponent of his decision within thirty (30) days of receipt of the information stipulated in paragraph 22.5.11 unless in the opinion of the Administrator, who may receive advice from the Evaluating Committee, an additional period is required for evaluating or the information submitted by the proponent is not adequate to perform such evaluation. Such period and delay do not apply to developments being carried out by or on behalf of Federal Government departments or agencies.

JBNQA, par. 22.5.16
A. corr.

22.5.17 The Administrator shall transmit his decision to the interested regional authorities. The information stipulated in paragraph 22.5.11 and the recommendations of the Evaluating Committee shall be available to the interested regional authority through its representatives on the Evaluating Committee.

Such information or portion thereof may by exception be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

JBNQA, par. 22.5.17
A. corr.

22.6 Preparation and Review of Impact Statements

22.6.1 An Environmental and Social Impact Review Committee (hereinafter referred to as "the Review Committee") is established which shall be the review body respecting development projects in the Territory involving provincial jurisdiction.

22.6.2 The Review Committee shall have five (5) members. Québec shall appoint three (3) members and the Cree Regional Authority shall appoint two (2) members. The Chairman shall be appointed by the Lieutenant-Governor in Council from among the members appointed by the Provincial Government. The remuneration of a member and his expenses shall be paid for by the body that appoints such a member. However, the expenses of the Cree representatives shall be part of the costs of the secretariat.

22.6.3 The Review Committee shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Québec, subject to the approval of the budget for same.

22.6.4 There is established an Environmental and Social Impact Review Panel (hereinafter referred to as "the Review Panel"), a Federal panel, which shall be the review body respecting development projects in the Territory involving Federal jurisdiction.

22.6.5 The Environmental and Social Impact Review Panel shall be composed of three (3) members appointed by the Federal Government and two (2) members appointed by the Cree Regional Authority. The Chairman shall be appointed by Canada. At the discretion of the Administrator the size of the Review Panel may be altered from time to time according to the extent of the project being reviewed provided that the same proportion of Federal and Cree representation is respected. The Review Panel shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Canada, subject to the approval of the budget for same. The remuneration of a member and his expenses shall be paid for by the body that appoints such a member. However, the expenses of the Cree representatives shall be part of the costs of the secretariat.

22.6.6 All procedures and requirements provided for in this Sub Section and Sub Section 22.7 shall apply equally in the case of review of development by the Environmental and Social Impact Review Committee or the Environmental and Social Impact Review Panel.

22.6.7 The Federal Government, the Provincial Government and the Cree Regional Authority may by mutual agreement combine the two (2) impact review bodies provided for in this Section and in particular paragraphs 22.6.1 and 22.6.4 provided that such combination shall be without prejudice to the rights and guarantees in favour of the Crees established by and in accordance with this Section.

Notwithstanding the above, a project shall not be submitted to more than one (1) impact assessment and review procedure unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Territory and in part elsewhere where an impact review process is required.

22.6.8 The proponent shall prepare a statement of Environmental and Social Impact which shall include any requirements pursuant to paragraph 22.5.15 or applicable laws or regulations and such other information as is referred to in Schedule 3, as is applicable under the circumstances.

JBNQA, par. 22.6.8
A. corr.

22.6.9 The interested Cree community or communities through their local or regional government may make written representations to the proponent respecting the proposed development and may submit such written representations to the Review Committee or the Review Panel.

22.6.10 The proponent shall submit the impact statement of the proponent to the Administrator, who shall forthwith transmit it to the Review Committee or the Review Panel.

22.6.11 The review Committee or the Review Panel shall transmit such impact statement to the Cree Regional Authority. Such information or portion thereof may by exception be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

22.6.12 Within the first thirty (30) days of the forty-five (45) day period, referred to at paragraph 22.6.14, the interested Cree community or communities through their respective local government or regional government may make representations to the Review Committee or the Review Panel. Such representations may be in written form, or where appropriate in oral form, and may include representations from interested individuals, if authorized by the interested local government. The Administrator may extend such period when such extension is justified by the nature or extent of the project. The Review Committee or the Review Panel shall be consulted and may make recommendations respecting such extension. Such delay does not apply to developments being carried out by or on behalf of Federal Government Departments or agencies. This paragraph shall not be construed as limiting the right of the responsible Administrator to authorize more extensive representations.

22.6.13 On the basis of the said impact statement and other information before it, the Review Committee or the Review Panel shall recommend whether or not the development should proceed and, if so, under what terms and conditions including, if appropriate, preventive or remedial measures, or whether the development should be subject to further assessment and review and, if so, the data or information required.

22.6.14 The recommendations of the Review Committee or the Review Panel shall be transmitted to the Administrator within forty-five (45) days of receipt of the impact statement unless an additional period has been agreed to by the Administrator when such additional period is justified by the nature and extent of the project or when in the opinion of the Administrator the said statement is inadequate. The Review Committee or the Review Panel shall be consulted and may make recommendations respecting requirements for such an additional period. Such period and delay do not apply to developments being carried out by or on behalf of Federal Government Departments or agencies.

22.6.15 The Administrator, consistent with the provisions of the Agreement, and in particular this Section, and after considering among other possible factors the recommendations of the Review Committee or the Review Panel shall :

a) In the case of an impact statement at a preliminary stage prepared pursuant to paragraph 22.5.15 or in the case of an inadequate statement, advise the proponent respecting the alternatives submitted or, further assessment required, or

b) In the case of an impact statement submitted at a stage where a final decision may be made, decide whether or not on the basis of the environmental and social impact considerations the development should proceed and if so upon what terms and conditions, including if appropriate, preventive or remedial measures.

22.6.16 If pursuant to sub-paragraph 22.6.15 a) the Administrator so decides, the proposed development shall be subject to further impact assessment and review which may include the same information requirements, specifications for impact statements and procedures as are specified herein.

22.6.17 If the Administrator is unwilling or unable to accept any recommendations of the Review Committee or the Review Panel or wishes to modify such recommendations he shall, before deciding or, as the case may be, advising the proponent consult with the Review Committee or the Review Panel to explain his position and discuss such position with the Review Committee or the Review Panel.

22.6.18 The decision of the Administrator shall be transmitted to the proponent.

22.6.19 Subject to paragraph 22.7.2 the decision of the Administrator as to whether or not the development should proceed and if so under what terms and conditions shall bind the proponent who shall respect and give effect to such decision.

22.7 Final Provisions

22.7.1 If the proposed development is approved in accordance with the provisions of this Section, the proponent shall before proceeding with the work obtain where applicable the necessary authorization or permits from responsible Government Departments and Services. The Cree Regional Authority shall be informed of the decision of the Administrator.

22.7.2 Subject to the regime respecting Category I land provided for in Section 5, the Lieutenant-Governor in Council or Governor in Council may for cause authorize a development which has not been authorized pursuant to Sub Section 22.6 or alter the terms and conditions established by the Administrator pursuant to Sub Section 22.6.

22.7.3 In the event that a proposed development not authorized to proceed pursuant to Sub Section 22.6 is subsequently approved by the Lieutenant-Governor in Council or Governor in Council, or in the event that the Lieutenant-Governor in Council or Governor in Council alters the terms and conditions established by the Administrator, the Administrator after consulting with the Review Committee or the Review Panel may recommend to the Lieutenant-Governor in Council or Governor in Council the necessary environmental and social protection measures which should be respected by the proponent.

22.7.4 The environmental and social impact assessment review procedures shall be without prejudice to the legal rights and recourses of the Native people and proponents.

22.7.5 Nothing in the present Section shall be construed as imposing an impact assessment review procedure by the Federal Government unless required by Federal law or regulation. However, this shall not operate to preclude Federal requirement for an additional Federal impact review process as a condition of Federal funding of any development project.

22.7.6 The environmental and social impact assessment and review procedure which requires the establishment of the Evaluating Committee, the Review Committee and Review Panel shall be fully operative within a period of four (4) months following the date of coming into force of the Agreement. Between the date of the coming into force of the Agreement and the time that these committees become operative, the Administrator shall assume the responsibilities of the said committees.

22.7.7 Any development which has been approved or authorized by the Administrator before the date of coming into force of the Agreement by legislation, will not be subjected to the assessment and review procedure provided for in this Section. During this period, the environmental protection law will apply to the Territory and the parties to the Agreement will respect the interim measures described below. These interim measures shall apply to the Territory. They shall not apply to Le Complexe La Grande (1975), already agreed to in the Agreement, to projects of third parties not signatory to the Agreement, except those acting as agents, contractors, or sub-contractors to the parties in the Agreement and to mining investigations an mining explorations.

The parties to the Agreement will be subjected to the following interim measures :

a) they will continue to incorporate environmental and social considerations in the planning of their future development which could potentially have a significant impact on Native people and the environment;

b) prior to any construction and/or decision to construct new development, they will inform and consult the other parties at an appropriate time for meaningful consultation in connection with such development as follows :

– the developer will provide a general description of the project together with its assessment of the project impact on the Native people referred to above and on the environment related thereto;

– the Native people will then be given the opportunity to discuss this assessment within reasonable delays;

– if there is objection to the proposed project in account of a disagreement on the impact assessment, and any proposed remedial action, and that discussion has not resolved such disagreement, the Native people and the proponent shall formulate their objections and their justifications and refer the whole matter to the Administrator.

c) they will provide information on field investigation of projects when the nature of these investigations might significantly affect Native rights contemplated in the Agreement and will discuss such activities with the Native people where considered appropriate by any party to the Agreement;

d) upon specific request from the Native parties, the Departments of Natural Resources, Lands and Forests, and Environment Protection Services, will supply information available to them with respect to projects of third parties;

e) they will take appropriate measures to make sure that all applicable environmental laws and regulations and existing government policies are respected;

f) nothing in the foregoing shall prejudice the right of the Federal and Provincial authorities to withhold information, the disclosure of which would be contrary to any existing law and regulation or to the interests of national security.

Notwithstanding paragraphs 22.7.6 and 22.7.7, Québec and Canada shall forthwith upon the execution of the Agreement, take the necessary measures to implement the provisions of Sub Section 22.3 of this Section respecting the James Bay Advisory Committee, with the exception of the provisions respecting the secretariat. Notwithstanding paragraphs 22.6.6 and 22.6.7, with respect to development projects falling under the Federal review process, Canada shall, during the transitional period referred to in Section 2 of the Agreement, continue in respect to Federal projects and Federal jurisdictions to exercise unilaterally existing Federal review processes and procedures with Cree participation.

22.7.8 Notwithstanding any of the interim measures referred to in this Section, nor the implementation thereof, nothing in the present Section shall be construed as constituting a recognition of any right of the Native people in the event that the Agreement does not come into force in accordance with the provisions in Section 2 of the Agreement.

22.7.9 The interim measures provided for in this Section shall not give rise to any right in favour of any Native person to invoke any or all of the interim measures in legal proceedings before the Courts in and of Québec.

22.7.10 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

Annex 1

Future Developments Automatically Subject to Assessment

1. All new major mining operations excluding explorations.

2. Siting and operation of major sand and gravel pits and of quarries.

3. Energy production :

a) Hydro-electric power plants and their associated works.

b) Storage and water supply reservoirs.

c) Transmission lines of 75 kilovolts and above.

d) Extraction and processing of energy yielding materials.

e) Fossil-fuel fired power generating plants above three thousand (3,000) kilowatts .

4. Forestry and Agriculture :

a) Major access roads built for extraction of forest products.

b) Pulp and paper mills or other forestry plants.

c) In general, any significant change in land use substantially affecting more than 25 square miles.

5. Community and municipal services :

a) new major sewage and waste water collection and disposal systems.

b) solid waste collection and disposal, including land fill and incineration.

c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications.

d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps.

e) new communities or significant expansion of existing communities.

6. Transportation :

a) access roads to and near Native communities.

b) port and harbour facilities.

c) airports.

d) railroads.

e) road infrastructure for new development.

f) pipelines.

g) dredging operations for navigation improvements.

JBNQA, Sch. 1
A. corr.

Annex 2

Future Development Exempt from the Requirement for Impact Assessment

a) Any development within the limits of non-Native communities not directly affecting the wildlife resources outside these limits;

b) small hotels, motels, service stations and similar structures on provincial or lesser highways;

c) structures intended for dwellings, wholesale and retail trade, garages, offices or handicrafts and car parks;

d) fossil-fuel fired power generating systems below three thousand (3,000) kilowatts;

e) the following immoveables :

teaching establishments, banks, fire stations, immoveables intended for administrative, recreational, cultural, religious, sports and health purposes and immoveables and equipment used for telecommunications;

f) the construction, modification, restoration, relocation or putting to another purpose of control and transformer stations of seventy-five (75) kilovolts or under and transport and electric power transmission lines of a voltage of seventy-five (75) kilovolts or under;

g) the construction and extension of a pipe main of less than thirty (30) centimeters in diameter to a maximum length of five (5) miles;

h) preliminary investigation, research, experiments outside the plant, survey and technical survey works prior to any project, work or structure;

i) forestry development when included in governmental approved management plans, subject to the provisions of paragraph 22.3.34 of this Section or when included in a general forest management plan approved by the Ministre des Ressources naturelles du Québec insofar as such plan has been submitted to the prior consultation of the Cree-Québec Forestry Board as set out in paragraph 30A.5 of Section 30A and when included in an annual forest management plan insofar as such plan has been submitted to prior consultation of the joint working groups as set out in paragraph 30A.7 of section 30A;

j) municipal streets and sidewalks built in accordance with municipal by-laws, and operation and maintenance of roads and highway structures;

k) repairs and maintenance on existing municipal works;

l) temporary hunting, trapping, harvesting camps ; outfitting facilities for less than thirty (30) persons;

m) small wood cuttings for personal and community use;

n) borrow pits for highway maintenance purposes.

The foregoing shall not be construed as restricting the requirements for environmental impact assessment under the Federal impact assessment and review process for Federal projects.

JBNQA, Sch. 2
A. corr.
Compl. A. no. 14, s. 2

Annex 3

Contents of an Environmental and Social Impact Statement

I- Introduction

This schedule describes the objectives, preparation and contents of an environmental and social impact statement prepared pursuant to this Section of the Agreement. In the exercise of his functions, and duties pursuant to this Section of the Agreement, the Administrator shall give due consideration to the provisions of this Schedule but shall not be restricted or bound by or to the said provisions.

The environmental and social assessment procedure provides for the Administrator pursuant to paragraphs 22.5.15, 22.6.15 and 22.6.16 to instruct or make recommendations to the proponent respecting the preparation of a preliminary or a final impact statement.

The preliminary environmental and social impact statement will evaluate site alternatives for the development and provide information for the determination of the need for a final statement of the retained alternative. The preliminary statement should be based on existing information and on information from reconnaissance or survey studies.

The final or detailed environmental and social impact statement of the retained alternative would be based on a much deeper knowledge of the environmental and social implications of the development.

The inclusion of specific items in the preparation of an impact statement will depend upon the nature and extent of the proposed development. Items potentially affected should be included in the report. Pursuant to paragraphs 22.5.15, 22.6.15 and 22.6.16, the Administrator may decide to what extent these guidelines for contents are appropriate in specific cases, and should be incorporated into a given impact statement.

II – Objectives

An impact statement should identify and assess clearly and in as factual a manner as possible, the environment and social impacts induced by the project, especially those on the Cree populations potentially affected.

The main objectives of an environment and social impact statement are to ensure that :

– Environmental and social considerations form an integral part of the proponent's planning and decision-making process.

– Potential environmental and social impacts resulting from development are identified as systematically as possible.

– Alternatives to the proposed action, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment.

– Remedial or preventive measures will be incorporated into proposed development so as to minimize within reason expected negative impacts.

– The Review Committee, the Review Panel and the Administrator are adequately informed to be able to take the decisions for which they are responsible under this Section.

In general, the impact assessment procedure should contribute to a further understanding of the interactions between Native people, the harvesting of wildlife resources and the economic development of the Territory, and also to promote understanding of ecological processes.

The impact statement is expected to be short and concise and contain an adequate guide to the contents and to the conclusions of the study, and it should also contain a clear summary containing the essential arguments and findings of the proponent. The statement may be in French or in English at the option of the proponent.

III – Contents

The following outline gives the major headings that should be included in any impact statement.

1. Description of the Project.

The following should be included in the project description :

a) Purpose and objectives.

b) Location or alternative locations being considered.

c) Identification of area and human populations potentially affected by each project location being considered.

d) Physical plant, activities involved in construction phase of development, including an estimate of size and composition of work force.

e) Material/energy balance for the plant (Input/Output).

f) Physical and human requirements for operation phase of the project.

g) Possible future phases of the development.

2. Environmental and Social Setting

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, their interaction, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance, and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

Environmental conditions

Lands
Physical : – topography

– geology

– soil and drainage
Vegetation
Fauna
Water
Physical : – hydrology

– quality
Vegetation
Fauna

Air
Climate
Micro-climate
Quality
Social conditions
Populations : – demography

– residence

– ethnic composition
Land use : – settlements and habitations

– basic utilities

– roads

– harvesting patterns

– known archaeological sites

– cemetery and burial sites

Harvesting : – use of various species

– importance

Income and – standard of living

employment : – employment

– enterprises

Institutions : – education

– utilities

– transportation

– other service institutions

Health and safety

Social organization : – family

– community

– ethnic relations

Culture : – values

– goals and aspirations

3. Predicting and Evaluating Probable Impacts

This part of the Schedule involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the part 2 of this Schedule entitled “Environmental and Social Setting”.

The proponent may, at his discretion, include in his statement a section on information and questions submitted by the community potentially affected. Where he considers it appropriate the proponent may discuss and comment upon such information or questions.

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts; short term and long term impacts; reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

4. Alternatives to the proposed project

When justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Territory and/or of reasonable alternatives to certain elements of the proposed project. These alternatives

should be considered with a view to optimize as much as reasonably possible the positive effect of the development on the environment, taking into account environmental, socio-economic and technical considerations and to minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

5. Corrective and remedial measures

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on Native people, wildlife resources of the Territory and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this section.

JBNQA, Sch. 3
A. corr.

SECTION 23

Environment and Future Development North of the 55th Parallel

23.1 Definitions

For the purposes of this Section :

23.1.1 "Development" or "Development Project" shall mean a project consisting of any work, undertaking, structure, operation or industrial process which might affect the environment or people of the Region, exclusive of the operation and maintenance of such project after construction. However, the planned operation of such project shall form part of the considerations in the assessment and review procedures provided for in this Section;

23.1.2 In the case of matters respecting federal jurisdiction, "Administrator" or "Federal Administrator" means the Federal Minister of Environment or any other person or persons authorized from time to time by the Governor in Council to exercise functions described in this Section;

23.1.3 "Impact assessment" or "assessment" means that part of the process consisting of studies by which developments are subject to varying degrees of identification, description, and evaluation in order to determine the beneficial and adverse effect of such developments and their alternatives on the environment and the people;

23.1.4 "Impact statement" or "statement" means the report prepared by the proponent in accordance with this Section;

23.1.5 "Proponent" means a person responsible and duly mandated to carry out an impact statement required pursuant to this Section and for the execution of the development;

23.1.6 In the case of matters respecting provincial jurisdiction, "Administrator" or "Québec Administrator" means the director of the Québec Environmental Protection Service or his successor, or any person or persons authorized form time to time by the Lieutenant-Governor in Council to exercise functions described in this Section;

23.1.7 "Québec Minister" means the Québec minister responsible for the protection of the environment;

23.1.8 "Region" means the area in Québec north of the 55th parallel of latitude, excluding Caterory I lands and Category II lands of the Crees of Great Whale;

23.1.9 "Naskapi" or "Naskapi of Québec" means a person defined in subsection 1.8 the Northeastern Québec Agreement.

Compl. A. no. 1, sch. 3, s. 1

23.1.10 "Northeastern Québec Agreement" means the agreement between the Naskapis de Schefferville Band and the members thereof, le Gouvernement du Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association and the Government of Canada, dated January 31, 1978, as amended from time to time.

Compl. A. no. 1, sch. 3, s. 1

23.1.11 "Naskapi local authority" means the corporation established pursuant to section 8 of the Northeastern Québec Agreement.

Compl. A. no. 1, sch. 3, s. 1

23.1.12 "Naskapi Native party" means the Naskapis de Schefferville band council until the establishment of the corporation to which Category IB-N lands will be granted pursuant to section 5 of the Northeastern Québec Agreement and, thereafter, the said corporation or its successor.

Compl. A. no. 1, sch. 3, s. 1

23.2 General provisions

23.2.1 The environmental and social protection regime applicable in the Region shall be established by and in accordance with the provisions of this Section.

23.2.2 The said regime provides for :

a) A procedure whereby environmental and social laws and regulations and land use regulations may from time to time be adopted if necessary to minimize the negative impact of development in or affecting the Region upon the Native people and the wildlife resources of the Region;

b) An environmental and social impact assessment and review procedure established to minimize the negative environmental and social impact of development on the Native people and the wildlife resources of the Region;

c) A special status and involvement for the Native people and the other inhabitants of the Region over and above that provided for in procedures involving the general public through consultation or representative mechanisms wherever such is necessary to protect or give effect to the rights and guarantees in favour of the Native people established by and in accordance with the Agreement;

d) The protection of the rights and guarantees of the Native people established by and in accordance with Section 24;

e) The protection of the Native people, their economies and the wildlife resources upon which they depend;

f) The right to develop in the Region;

g) The protection of the rights and guarantees of the Naskapis of Québec established by and in accordance with the Hunting, Fishing and Trapping Regime referred to in paragraph 15.2.1 of the Northeastern Québec Agreement.

JBNQA, par. 23.2.2
Compl. A. no. 1, sch. 3, s. 2

23.2.3 All applicable federal and provincial laws of general application respecting environmental and social protection shall apply in the Region to the extent that they are not inconsistent with the provisions of the Agreement and in particular of this Section. If necessary to give effect to this Section of the Agreement, Québec and Canada shall take the required measures to adopt suitable legislation and regulations for such purpose.

23.2.4 The concerned responsible governments and the agencies created in virtue of this Section shall within the limits of their respective jurisdictions or functions as the case may be give due consideration to the following guiding principles :

a) The protection of Native people, societies, communities and economies, with respect to developmental activity affecting the Region;

b) The environmental and social protection regime with respect to minimizing the impacts on Native people by developmental activity affecting the Region;

c) The protection of the hunting, fishing and trapping rights of Native people in the Region and their other rights therein with respect to developmental activity affecting the Region;

d) The protection of wildlife resources, physical and biotic environment, and ecological systems in the Region with respect to developmental activity affecting the Region;

e) The involvement of the Native people and other inhabitants of the Region in the application of this regime;

f) The rights and interests of non-Native people, whatever they may be;

g) The right to develop, in accordance with the provisions of the Agreement, by persons acting lawfully in the Region;

h) The minimizing of negative environmental and social impacts of development on Native people and non-Native people and on Native and non-Native communities by reasonable means with special reference to those measures proposed, recommended or determined by the impact assessment and review procedures.

JBNQA, par. 23.2.4
A. corr.

23.3 Provincial Environmental and Social impact Assessment and Review

23.3.1 The Environmental Quality Commission (hereinafter referred to as the "EQC") is hereby established.

JBNQA, par. 23.3.1
A. corr.

23.3.2 The EQC shall be the preferential and official body responsible as provided herein for participation in the administration and supervision of the environmental and social impact assessment process in the Region with respect to matters and to development projects within provincial jurisdiction.

23.3.3 The EQC shall have nine (9) members. Four (4) members shall be appointed by the Kativik Regional Government referred to in Section 13 (hereinafter referred to as the "Regional Government"), of whom at least two (2) shall be either Inuit resident in the Region or an Inuk resident in the Region and a Naskapi resident in the Region or on Category IA-N lands, or their duly authorized representatives, and four (4) members shall be appointed by Québec.

In addition, a chairman shall be appointed by Québec which person must be acceptable to the Regional Government. All members shall have one (1) vote save for the chairman who shall vote only in the case of a deadlock.

JBNQA, par. 23.3.3
Compl. A. no. 1, sch. 3, s. 3

23.3.4 The members shall be appointed and replaced from time to time by the respective appointing parties.

23.3.5 The quorum for any EQC meeting shall be five (5) members physically present of whom at least two (2) shall be Regional Government appointees and at least two (2) shall be Québec appointees.

23.3.6 Québec shall maintain and adequately fund the EQC and its staff in order to properly carry out its responsibilities subject to approval of the budget for same. Salaries and expenses of the members of the EQC shall be the responsibility of the parties appointing them. The staff shall be responsible to and under the direction and control of the EQC.

23.3.7 The members may on approval of the EQC consult and retain the services of experts as they deem necessary, subject to budget approval for same.

23.3.8 A record of all decisions of the EQC and all data related thereto shall be retained and made available at its principal office.

23.3.9 All decisions of the EQC shall be decided by a majority of the votes cast at any meeting.

23.3.10 The EQC shall have a principal office within the Province of Québec and may establish other offices within the said Province.

23.3.11 The EQC may establish and adopt rules regulating its internal operations and governing its involvement in the assessment process pursuant to its functions, and such rules shall be subject to the approval of the parties naming the members of the Commission.

23.3.12 All developments listed in Schedule 1 shall automatically be subject to the impact assessment and review procedures provided for herein.

The list of developments in Schedule 1 shall be reviewed by Québec and the Regional Government every five (5) years and may be updated or modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

23.3.13 The developments listed in Schedule 2 shall not be subject to an assessment or review.

The list of developments in Schedule 2 shall be reviewed by Québec and the Regional Government every five (5) years and may be updated or modified by mutual consent of the parties as may be necessary in the light of technological changes and experience with the assessment and review process.

JBNQA, par. 23.3.13
A. corr.

23.3.14 All developments not subject to paragraph 23.3.12 or 23.3.13 shall be screened by the EQC for a determination as to whether or not they shall be subject to the assessment and review process. In this regard, the decision of the EQC is final, subject to paragraph 23.3.24. When no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of said screening, the EQC shall consult with the Naskapi local authority before rendering a decision not to subject to the assessment and review process a proposed development on Category IB-N lands or on Category II-N lands, and the EQC shall inform the Naskapi local authority of its decision to subject such a proposed development to the said assessment and review process. When consultation is required, in the circumstances hereinabove stated, the EQC shall diligently submit to the Naskapi local authority the relevant available information and documentation concerning the proposed development. Such consultation shall take the form of the Naskapi local authority having the opportunity of submitting its representations to the EQC within twenty (20) days of its receiving from the EQC the said information and documentation. The EQC may render its decision after the earlier of the receipt of the representations of the Naskapi local authority or the lapse of the said twenty (20) days period.

JBNQA, par. 23.3.14
Compl. A. no. 1, sch. 3, s. 3

23.3.15 Whatever other types of approvals, licences, or permits that may be obtained in relation to a development subject to the assessment and review process, such development may not proceed until the conditions of this Section pursuant to such process have been complied with.

If a development is subject to the assessment and review process then the process must be completed and a decision made as to whether or not and upon what terms the development should proceed before any

government funds or loans are given save if the Minister responsible for such funds or loans decides otherwise.

However, these restrictions shall not prevent the proponent from obtaining approvals, loans or other funds or guarantees in relation to a feasibility study, including research, or in relation to any matter necessary to comply with the assessment and review process before the development has been approved to proceed.

23.3.16 Impact assessment by the proponent and review procedures by the EQC shall be carried out at the earliest practicable point in time.

23.3.17 The EQC shall make recommendations to the Québec Administrator regarding the contents of any impact statement to be submitted by any proponent pursuant to this Section. The Québec Administrator shall decide on such contents based upon the guidelines set forth in Schedule 3 of this Section and other relevant factors and advise the proponent accordingly.

JBNQA, par. 23.3.17
A. corr.

23.3.18 The Québec Administrator shall determine whether or not an impact statement is adequate and may require the proponent to provide further information and undertake further studies.

23.3.19 The EQC shall take into account, but shall not be limited to, when evaluating or assessing each impact statement, the following considerations and shall give in its discretion such weight to each consideration as it deems appropriate :

a) The environmental and social impact of the development both beneficial and adverse;

b) Environmental adversities which cannot be avoided through present technological means and environmental adversities which were chosen not to be fully abated and the proponent's proposals to counterbalance such adversities;

c) Reasonable measures available to avoid or minimize adverse effects or to enhance beneficial effects;

d) Reasonable alternatives to the development as proposed and when appropriate reasonable alternatives to the proposed development;

e) The methods and procedures outlined by the proponent to adequately monitor emissions of contaminants or other environmental problems, where required;

f) Relationship of the proposed development to applicable existing or proposed environmental laws and regulations;

g) The methods or procedures outlined by the proponent to be put into effect in the event of accidents.

JBNQA, par. 23.3.19
A. corr.

23.3.20 The EQC shall, taking into account the above guiding principles, decide whether or not a development may be allowed to proceed by the Québec administrator and what conditions, if any, shall accompany such approval or refusal. The EQC shall, taking into account the above guiding principles, decide whether or not a development may be allowed to proceed by the Québec Administrator and what conditions, if any, shall accompany such approval or refusal. When no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of the decision, the EQC shall diligently remit to the Naskapi local authority a copy of the impact statement in order to consult the Naskapi local authority before rendering a decision pursuant to this paragraph with respect to a proposed development on Category IB-N lands or on Category II-N lands. Such consultation shall take the form of the Naskapi local authority having the opportunity of submitting its representations to the EQC within thirty (30) days

of it receiving from the EQC the impact statement with respect to the said proposed development that the Québec Administrator has determined to be adequate pursuant to paragraph 23.3.18. The EQC may extend the said period for submission of said representations when such extension is justified by the nature or extent of the development, and when such extension does not prevent the EQC from rendering its own decision within the periods provided for in paragraph 23.3.25. Nevertheless, the EQC may render its decision after the earlier of the receipt of the representations of the Naskapi local authority or the lapse of the said period contemplated herein.

JBNQA, par. 23.3.20
Compl. A. no. 1, sch. 3, s. 3

23.3.21 The decision of the EQC pursuant to paragraph 23.3.20 shall be transmitted to the Québec Minister and to the Québec Administrator, and also to the Naskapi local authority when no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of a decision concerning a proposed development on Category IB-N lands or on Category II-N lands. The Québec Administrator, if he accepts the decision of the EQC, shall put it into force. If the Québec Administrator does not accept the decision of the EQC, he may only modify it, change it or decide otherwise with the prior approval of the Québec Minister.

JBNQA, par. 23.3.21
Compl. A. no. 1, sch. 3, s. 3

23.3.22 The final decision of the Québec Administrator pursuant to paragraph 23.3.21 shall be transmitted to the proponent, the EQC, the Québec Minister and the appropriate official of the Regional government. The final decision of the Québec Administrator made pursuant to paragraph 23.3.21 shall be transmitted to the proponent, the EQC, the Québec Minister and the appropriate official of the Regional Government, and also to the Naskapi local authority when no Naskapi or duly authorized representative of the Naskapis is a member of the EQC at the time of the decision concerning a proposed development on Category IB-N lands or on Category II-N lands.

JBNQA, par. 23.3.22
Compl. A. no. 1, sch. 3, s. 3

23.3.23 Subject to paragraph 23.3.24, the decision taken pursuant to paragraph 23.3.21 shall bind the proponent who shall respect and give effect to such decision.

23.3.24 The Lieutenant-Governor in Council may for cause authorize a development which has not been authorized pursuant to paragraph 23.3.21 or alter the terms and conditions established therefor or exempt a specific development permanently or temporarily from the application of the impact assessment procedure or any part thereof where he deems it necessary in the public interest.

JBNQA, par. 23.3.24
A. corr.

23.3.25 Upon compliance by the proponent with the provisions of paragraphs 23.3.17 and 23.3.18, the EQC shall render a decision :

a) Within ninety (90) days for developments contemplated by paragraph 23.3.12;

b) Within 45 days for developments contemplated by paragraph 23.3.14;

The Québec administrator may extend the periods specified in a) and b) when such extension is justified by the nature or extent of the development.

23.3.26 At any time prior to the decision under paragraph 23.3.21, the proponent shall bring to the attention of the EQC any errors, inadequacies, inconsistencies or new circumstances which are likely to cause a significant negative impact and which were not given due consideration in the impact statement.

23.3.27 Interested persons, groups or communities may submit written representations to the EQC with respect to any development and the EQC, at its discretion, may invite interested persons, groups or communities to make representations to the EQC with respect to any development.

23.3.28 The EQC shall be entitled to receive information ordinarily available from the responsible government departments and agencies concerning activities in or affecting the Region, useful or necessary to the pursuit of the objects of the EQC.

23.3.29 Any permits, licences or approvals issued by the responsible government department shall not be construed as an exemption from the final decision referred to in paragraph 23.3.21.

23.3.30 The Québec Administrator, in collaboration when necessary with the EQC, shall ensure that the plans and specifications for construction of the development and the operation thereof conform to the terms and conditions, if any, established by the assessment process.

23.4 Federal Environmental and Social Impact Assessment and Review

23.4.1 All developments or development projects in the Region, subject to federal jurisdiction, including those of Canada, its agencies and those acting on their behalf, shall be subject to the federal impact assessment process in accordance with the provisions of this sub-section except when, in the opinion of the federal administrator, the same assessment process provides for Native involvement to at least the degree provided in this Section, or when the provisions of paragraph 23.7.5 are applied.

23.4.2 There is established a Screening Committee (hereinafter called the "Screening Committee"), an advisory body which shall be under the supervisory administration of the Review Panel referred to in paragraph 23.4.11. The Screening Committee shall have four (4) members. Canada and the Regional Government shall each appoint two (2) members, which latter members must be either Native people or a Native person and a Naskapi, or their duly authorized representatives. If neither of the two (2) members appointed by the Regional Government is a Naskapi or a duly authorized representative of the Naskapis, the Regional Government shall appoint a person proposed by the Naskapi local authority as an alternate member who shall be deemed to be a member of the Screening Committee only in the circumstances mentioned hereinafter.

If no Naskapi or authorized representative of the Naskapis is a member of the Screening Committee, such alternate member shall replace one of the members of the Screening Committee appointed by the Regional Government whenever a development or development project on Category IB-N lands or on Category II-N lands is being screened in which event the alternate member shall be deemed, for all purposes of the Screening Committee in connection with the screening of such development or development project, to be a member of the Screening Committee.

The remuneration of a member shall be paid for by the body that appoints such member.

JBNQA, par. 23.4.2
A. corr.
Compl. A. no. 1, sch. 3, s. 3

23.4.3 All developments contemplated by paragraph 23.4.1 other than those listed in Schedule I and Schedule II shall be screened by the Screening Committee of the Review Panel.

23.4.4 The members of the Screening Committee shall each have one (1) vote.

23.4.5 A Chairman shall be appointed from among their appointees in the following manner :

a) In the first year of the operations of the Screening Committee, the Chairman shall be appointed by the Regional Government;

b) In the second year of the operations of the Screening Committee, the Chairman shall be appointed by Canada;

c) In subsequent years the appointment of the Chairman of the Screening Committee shall take place in the sequence set forth in sub-paragraphs a) and b) of this paragraph.

23.4.6 The Chairman of the Screening Committee, who shall hold office for one (1) year, shall have a second and deciding vote.

23.4.7 The Administrator shall in all cases contemplated by this Sub-section consult with and take into consideration the advice of the Screening Committee.

23.4.8 In the case of all developments subject to screening pursuant to paragraph 23.4.3, the Screening Committee shall recommend to the Federal Administrator whether or not a preliminary and/or a final impact statement should be done by the proponent and if required, the extent of such impact assessment and review.

23.4.9 The Federal Administrator shall, consistent with the provisions of this Section, and after considering among other possible factors the said recommendations, decide as the case may be, whether or not an assessment and review shall be required and/or the nature and extent of such assessment and review. In the event that the Federal Administrator cannot accept the recommendations of the Screening Committee or wishes to modify such recommendations he shall, before deciding, consult with the Screening Committee so as to explain his position and discuss same before formally informing the proponent or taking action thereon.

23.4.10 The Federal Administrator shall transmit his decision to the interested regional authorities and the recommendations of the Screening Committee shall be made available to the Regional Government through their representatives on the Screening Committee.

23.4.11 The Environmental and Social Impact Review Panel (hereinafter referred to as the "Review Panel") shall be the review body for all developments contemplated in paragraph 23.4.1.

23.4.12 The Review Panel shall be composed of three (3) members appointed by Canada and two (2) members appointed by the Regional Government, which latter members must be either Native people or a Native person and a Naskapi, or their duly authorized representatives. The Chairman shall be appointed by Canada.

If no member appointed by the Regional Government is a Naskapi or a duly authorized representative of the Naskapis, the Regional Government shall appoint a person proposed by the Naskapi local authority as an alternate member of the Review Panel, who shall be deemed to be a member of the Review Panel only in the circumstances mentioned hereinafter.

If no Naskapi or authorized representative of the Naskapis is a member of the Review Panel, such alternate member shall replace one of the members of the Review Panel appointed by the Regional Government whenever a development or development project on Category IB-N lands or on Category II-N lands is being reviewed in which event the alternate member shall be deemed, for all purposes of the Review Panel in connection with the review of such development or development project, to be a member of the Review Panel.

The size of the Review Panel may be altered from time to time at the discretion of the Federal Administrator provided that the same proportion of representation for Canada and the Regional Government is retained.

The Review Panel shall be provided with an adequate staff to fulfill its functions and such staff shall be maintained and funded by Canada. The remuneration of a member of the Review Panel and his expenses shall be paid for by the body which appoints such member. However, the expenses of the members appointed by the Regional Government or their duly authorized representatives on such panel shall be borne by the Secretariat of the Advisory Committee referred to in this Section.

JBNQA, par. 23.4.12
Compl. A. no. 1, sch. 3, s. 3

23.4.13 Native people, or their duly authorized representatives, who are members of the Environmental Quality Commission may be appointed by the Regional Government to the Review Panel.

23.4.14 The Review Panel shall review all projects contemplated in 23.4.1 and listed in Schedule 1 in accordance with the applicable provisions of this Section, and all development or developments projects referred to it by the Federal Administrator.

23.4.15 The proponents of all developments or development projects contemplated in paragraph 23.4.1 which are listed in Schedule 1 shall submit impact statements to the Environmental and Social Impact Review Panel.

23.4.16 The proponent shall prepare a statement of Environment and Social Impact which shall include any requirements pursuant to paragraph 23.4.9 and/or specific guidelines issued by the Review Panel, and requirements pursuant to any applicable laws and regulations and, where and if deemed advisable by the Review Panel, any of the elements referred to in Schedule III.

23.4.17 The Native people and the communities, through the Regional Government may make written representations to the proponent respecting the proposed development and may submit written representations to the Review Panel.

23.4.18 The proponent shall submit its impact statement to the Federal Administrator, who shall forthwith transmit it to the Review Panel.

23.4.19 The Review Panel shall transmit such impact statement to the Regional Government. Such information or portion thereof may, by exception, be ordered withheld by the responsible Minister for reasons of national defence, national security or other justified reasons.

JBNQA, par. 23.4.19
A. corr.

23.4.20 The interested persons, groups or communities by themselves or through their Regional Government may make representations to the Review Panel. Such representations may be in written form or where appropriate in oral form. This paragraph shall not be construed as limiting the right of the responsible Federal Administrator to authorize more extensive representations.

23.4.21 On the basis of the said impact statement and other information before it, the Review Panel shall recommend whether or not the development should proceed and, if so, under what terms and conditions including, if appropriate, preventive or remedial measures, or whether the development should be subject to further assessment and review and, if so, the data or information required.

23.4.22 The recommendations of the Review Panel shall be transmitted to the Federal Administrator.

23.4.23 The Federal Administrator, consistent with the provisions of this Section and after considering among other possible factors the recommendations of the Review Panel shall :

a) In the case of an impact statement at a preliminary stage prepared pursuant to this Section or in the case of an inadequate statement, advise the proponent respecting the alternatives submitted or, further assessment required or,

b) In the case of an impact statement submitted at a stage where a final decision may be made, decide whether or not, on the basis of the environmental and social impact considerations, the development should proceed and if so, upon what terms and conditions, including if appropriate, preventive or remedial measures.

JBNQA, par. 23.4.23
A. corr.

23.4.24 If pursuant to paragraph 23.4.23 the Federal Administrator so decides, the proposed development shall be subject to further impact assessment and review which may include the same information requirements, specifications for impact statements and procedures as are specified herein.

23.4.25 If the Federal Administrator is unwilling or unable to accept any recommendations of the Review Panel or wishes to modify such recommendations he shall, before deciding or, as the case may be, advising the proponent consult with the Review Panel to explain his position and discuss such position with the Review Panel.

JBNQA, par. 23.4.25
A. corr.

23.4.26 The decision of the Administrator shall be transmitted to the proponent.

23.4.27 The decision of the Administrator as to whether or not the development should proceed and if so under what terms and conditions shall bind the proponent who shall respect and give effect to such decision.

23.4.28 If the proposed development is approved in accordance with the provisions of this Section, the proponent shall before proceeding with the work, obtain where applicable the necessary authorization or permits from responsible Government Departments and Services. The Regional Government shall be informed of the decision of the Federal Administrator.

23.4.29 The Governor in Council may for cause authorize a development which has not been authorized pursuant to this Section or alter the terms and conditions established by the Federal Administrator pursuant to this Section.

23.4.30 In the event that a proposed development not authorized to proceed pursuant to this Section is subsequently approved by the Governor in Council, or in the event that the Governor in Council alters the terms and conditions established by the Federal Administrator, the Federal Administrator after consulting with the Review Panel may recommend to the Governor in Council the necessary environmental and social protection measures which should be respected by the proponent.

23.5 Environmental Advisory Committee

23.5.1 An Environmental Advisory Committee (hereinafter referred to as the “Advisory Committee”), a body made up of members appointed by the Regional Government, Canada and Québec is established.

23.5.2 The Advisory Committee shall have nine members. The Regional Government, Québec and Canada shall each appoint three members.

23.5.3 Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may upon unanimous consent increase or decrease the membership of the Advisory Committee.

23.5.4 The members of the Advisory Committee shall each have one (1) vote except as hereinafter provided otherwise:

a) When matters of exclusive provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Canada shall not vote;

b) When matters of exclusive federal jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec shall not vote;

c) When matters of joint or mixed federal and provincial jurisdiction are being dealt with by the Advisory Committee, the members appointed by Québec and Canada shall each have one (1) vote and the members appointed by the Regional Government shall each have two (2) votes.

23.5.5 The respective parties shall appoint a Chairman and Vice-Chairman of the Advisory Committee from among their appointees in the following manner :

a) In the first year of the operation of the Advisory Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada;

b) In the second year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed by the Regional Government;

c) In the third year of the operation of the Advisory Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec;

d) In the fourth year of the operation of the Advisory Committee, the Chairman and Vice-Chairman shall be appointed as provided in b);

e) In subsequent years, the appointment of the Chairman and Vice-Chairman of the Advisory Committee shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph;

f) In the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman;

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 23.5.4.

23.5.6 The Chairman and Vice-Chairman shall hold office for one (1) year.

23.5.7 The Advisory Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

23.5.8 When matters of exclusive provincial jurisdiction or exclusive federal jurisdiction are being discussed, a quorum shall be four (4) members physically present provided that at least one (1) member appointed by each party whose members are entitled to vote is physically present.

23.5.9 When matters of joint provincial and federal jurisdiction are being discussed, a quorum shall be six (6) provided at least one (1) member appointed by each party is physically present.

23.5.10 The quorums mentioned in the preceding paragraphs 23.5.8 and 23.5.9 may from time to time be changed with the unanimous consent of all members of the Advisory Committee.

23.5.11 A member of the Advisory Committee shall upon his appointment execute a written proxy in the form provided by the Advisory Committee in favour of the other members, including their replacements, appointed by the party that appointed the member executing the proxy.

The holder of such a proxy shall have the right to vote and otherwise act in the place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

23.5.12 All decisions shall be decided by a majority of the votes cast.

23.5.13 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

23.5.14 The Advisory Committee shall have principal office within the Province of Québec, and may establish other offices within the said Province.

23.5.15 The Advisory Committee may establish and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Advisory Committee. All members of the Advisory Committee shall be entitled to vote on such by-laws which shall be subject to the approval of each party to the Advisory Committee.

23.5.16 The Advisory Committee shall meet at least four (4) times annually.

23.5.17 The Chairman of the Advisory Committee shall convoke a special meeting of the Advisory Committee within twenty (20) days of receipt from any three (3) members of the Advisory Committee of a written request indicating the purpose of such meeting.

23.5.18 The Chairman or Vice-Chairman, as the case may be, shall preside over meetings of the Advisory Committee.

23.5.19 A secretariat shall be established for the Advisory Committee consisting of not more than five (5) full-time persons; however, the Advisory Committee may recommend an alteration to the size of the secretariat. The secretariat shall be responsible to and under the direction and control of the Advisory Committee. Québec and Canada shall equally maintain and equally fund the secretariat. The secretariat shall receive and distribute data to the members when appropriate, report the results of meetings and decisions of the Advisory Committee and perform such other functions as the Advisory Committee shall from time to time determine, pursuant to this Section.

23.5.20 An official record of minutes and decisions of the Advisory Committee shall be kept by the secretariat.

23.5.21 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

23.5.22 Members of the Advisory Committee or the Advisory Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid by the party appointing the member or members who requires the services of such person. The remuneration and expenses of such person shall be paid from the budget of the Advisory Committee if the services of such person have been requested by the Advisory Committee.

23.5.23 Each party shall pay the remuneration and expenses of the members it appoints.

23.5.24 The Advisory Committee shall be a consultative body to responsible governments and as such shall be the preferential and official forum for responsible governments in the Region concerning their involvement in the formulation of laws and regulations relating to the environmental and social protection regime and as such shall oversee administration and management of the regime through the free exchange of respective views, concerns and information.

23.5.25 The Advisory Committee shall, with adequate justification, recommend to responsible governments legislation, regulations and other appropriate measures related to the environmental and social protection regime for enactment or action by the appropriate authority.

23.5.26 The Advisory Committee shall examine environmental and social laws and regulations existing from time to time relating to the effects of development as well as existing land use regulations and

procedures which might directly affect the rights of Native people established by and in accordance with Section 24 of this Section, and propose changes to responsible governments where appropriate.

JBNQA, par. 23.5.26
A. corr.

23.5.27 The Advisory Committee shall examine and make recommendations respecting the environmental and social impact assessment and review mechanisms and procedures for the Region.

23.5.28 The Advisory Committee shall be consulted from time to time on major issues respecting the implementation of the Environmental and Social Protection Regime and land use measures and may advise responsible concerned governments on the implementation of the environmental and social protection and land use regimes.

23.5.29 The Advisory Committee shall operate in accordance with the provisions of this Section.

23.5.30 All proposed regulations, measures and decisions of the Advisory Committee shall be communicated to the responsible government for attention, information and appropriate action.

23.5.31 Before submitting a regulation for enactment which relates only to the Environmental and Social Protection Regime and which is to apply only to Category I and/or Category II lands and/or Category III lands surrounded by Category I lands, the responsible Provincial or Federal Minister shall consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

23.5.32 In the case of regulations recommended by the Advisory Committee which are to apply only to Category I and/or Category II lands and/or Category III lands surrounded by Category I lands, where the responsible Federal or Provincial Minister modifies or decides not to act upon such recommendations or decides to take new action, he shall before acting consult with the Advisory Committee provided that the failure to consult shall not invalidate the said regulations.

23.5.33 The Advisory Committee shall provide to the municipal corporations and to the Regional Government advice or technical assistance, which it will obtain from the appropriate governmental agencies.

23.5.34 The Department of Lands and Forests shall, when preparing a management plan for Crown forests and forestry operations; forward such management plan to the Advisory Committee for its consideration and comments before approving the said management plan. The said Committee shall make its comments, if any, known to the said Department within ninety (90) days.

JBNQA, par. 23.5.34
A. corr.

23.6 Kativik Regional Development Council

23.6.1 The Kativik Regional Development Council (hereinafter called "Regional Council") shall hereby be established and its officers shall be elected as is ordinarily provided for such bodies.

23.6.2 The Regional Council shall be involved with the Office de planification et de développement du Québec (hereinafter called "OPDQ") and shall become the preferential consulting body of the latter, in matters related to public consultation and advice on development in the Region north of the 55th parallel.

23.6.3 The Regional Council shall be free to comment on all studies conducted in its Region, such as environmental studies and research, physical and socio-economic conditions related to development and to environment protection.

23.6.4 The Regional Council shall establish and adopt all by-laws necessary to conduct its own affairs.

23.6.5 The Regional Council shall have access to information ordinarily available from governments and from Crown Corporation and other agencies operating in its Region.

JBNQA, par. 23.6.5
A. corr.

23.6.6 Local and regional governments shall make available to the Regional Council all documents ordinarily available and relating to the development of the Region, so as to discharge its functions in respect to Québec.

JBNQA, par. 23.6.6
A. corr.

23.6.7 The Regional Council may apply for grants and sponsorings for studies and research and the CRD.

JBNQA, par. 23.6.7
A. corr.

23.6.8 The Regional Council will encourage the implementation of an information system with Québec and its other agencies in order to facilitate communications.

JBNQA, par. 23.6.8
A. corr.

23.6.9 As part of its duties, the Regional Council must consult the population and may hold public hearings if it considers it appropriate to do so.

23.6.10 This Sub-Section will not prevail on jurisdictions recognized under articles 137 and 138 of Schedule 2 of Section 12.

JBNQA, par. 23.6.10
A. corr.

23.6.11 The Regional Council will be eligible, as of April 1, 1976, to a basic annual minimum grant of fifty thousand dollars ($ 50,000) subject to indexation generally followed by Québec; the grants mentioned in paragraph 23.6.7 will be added to the said annual minimum amount.

JBNQA, par. 23.6.11
A. corr.

23.6.12 Each year, the Regional Council will submit to the Minister responsible for the OPDQ and to its president director general, a report on its past activities as well as its proposed activities in order to obtain an adequate budget for the subsequent year.

23.7 Final provisions

23.7.1 The environmental and social impact assessment and review procedure which requires the establishment of the EQC, the Screening Committee and Review Panel shall be fully operative within a period of four (4) months following the date of coming into force of the Agreement. Between the date of the coming into force of the Agreement and the time that the EQC becomes operative, the Québec Administrator shall assume the responsibilities of the EQC insofar as possible.

23.7.2 Any development which has been approved or authorized by the Administrator before the date of coming into force of the Agreement by legislation, will not be subjected to the assessment and review procedure provided for in this Section. During the period between the execution of the Agreement and the date of coming into force of the legislation, the environmental protection law will apply to the Region and the parties to the Agreement will respect the interim measures described below, which shall not apply

to projects of third parties not signatory to the Agreement, nor to mining investigation and mining exploration, except those acting as agents, contractors or sub-contractors to the parties in the Agreement.

The Administrator shall see to the application of all environmental laws and regulations necessary to implement, insofar as possible, within the framework of existing statutes and regulations, the provisions of this Section.

The parties to the Agreement will be subjected to the following interim measures :

a) they will continue to incorporate environmental and social considerations in the planning of their future development which could potentially have a significant impact on Native people and the environment;

b) prior to any construction and/or decision to construct new development, they will inform and consult the other parties at an appropriate time for meaningful consultation in connection with such development as follows ;

– the developer will provide a general description of the project together with its assessment of the project impact on the Native people referred to above and on the environment related thereto;

– the Native people will then be given the opportunity to discuss this assessment within reasonable delays;

– if there is objection to the proposed project on account of a disagreement on the impact assessment, and any proposed remedial action, and that discussion has not resolved such disagreement, the Native people and the proponent shall formulate their objections and their justifications and refer the whole matter to the Administrator.

c) they will provide information on field investigation of projects when the nature of these investigations might significantly affect Native rights contemplated in the Agreement and will discuss such activities with the Native people where considered appropriate by any party to the Agreement;

d) upon specific request from the Native parties, the Departments of Natural Resources, Lands and Forests, and Environment Protection Services, will supply information available to them with respect to projects of third parties;

e) they will take appropriate measures to make sure that all applicable environmental laws and regulations and existing government policies are respected;

f) nothing in the foregoing shall prejudice the right of the Federal and Provincial authorities to withhold information, the disclosure of which would be contrary to any existing law and regulation or to the interests of national security.

23.7.3 Notwithstanding anything in this Section with respect to development projects falling under the Federal review process, Canada shall, during the transitional period referred to in this Sub-section, continue in respect to Federal projects and Federal jurisdictions to exercise unilaterally existing Federal review processes and procedures with Inuit participation.

23.7.4 Notwithstanding anything in this Section, Québec and Canada shall forthwith upon execution of the Agreement, take the necessary measures to implement the provisions of Sub-section 23.5 of this Section respecting the Advisory Committee, with the exception of the provision respecting this secretariat.

23.7.5 Canada and Québec may by mutual agreement combine the two (2) impact review procedures by the EQC and the Federal Review Panel referred to in this Section provided that such combination shall be without prejudice to the rights and guarantees in favour of the Inuit and other inhabitants of the Region established by and in accordance with the provisions of this Section and to the rights and guarantees in

favour of the Naskapis as provided for in sub-paragraph 23.2.2 g) and in paragraphs 23.3.3, 23.3.14, 23.3.20, 23.3.21, 23.3.22, 23.4.2, 23.4.12, 23.7.5 and 23.7.10.

JBNQA, par. 23.7.5
Compl. A. no. 1, sch. 3, s. 3

23.7.6 Notwithstanding the above paragraph, a project shall not be submitted to more than one (1) impact assessment and review procedure unless such project falls within the jurisdictions of both Québec and Canada or unless such project is located in part in the Region and in part elsewhere where an impact review process is required.

23.7.7 Nothing in the present Section shall be construed as imposing an impact assessment review procedure by the Federal Government unless required by Federal law or regulation. However, this shall not operate to preclude Federal requirement for an additional Federal impact review process as a condition of Federal funding of any development project.

23.7.8 Notwithstanding any provisions of this Sub-section, nor the implementation thereof, nothing in the present Section shall be construed as constituting a recognition of any right of the Native people in the event that the Agreement does not come into force in accordance with the provisions in Section 2 of the Agreement.

23.7.9 The measures provided for in paragraphs 23.7.1, 23.7.2, 23.7.3 and 23.7.4 of this Sub-section shall not give rise to any right in favour of any Native person to invoke any or all of the interim measures in legal proceedings before the Courts in and of Québec.

23.7.10 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction. In addition, the written consent of the Naskapi Native party will be required in order to amend sub-paragraph 23.2.2 g) and paragraphs 23.1.9, 23.1.10, 23.1.11, 23.1.12, 23.3.3, 23.3.14, 23.3.20, 23.3.21, 23.3.22, 23.4.2, 23.4.12, 23.7.5 and 23.7.10.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by l'Assemblée nationale in matters of provincial jurisdiction and by Parliament in matters of federal jurisdiction.

JBNQA, par. 23.7.10
Compl. A. no. 1, sch. 3, s. 3

Annex I

Future Developments Automatically Subject to Environmental Impact Assessment

1. All mining developments. However, air and ground reconnaissance, survey, mapping and core sampling by drilling shall be permitted without the preparation of impact statements.

Any significant additions, alterations or modifications to existing mining developments.

2. Siting and operation of major sand and gravel pits and quarries.

3. Energy Production :

a) Hydro-electric power plants and nuclear installations and their associated works;

b) Storage and water supply reservoirs;

c) Transmission lines of 75 KV and over;

d) Extraction and processing of energy yielding materials;

e) Fossil fuel fired power generating plants above three thousand (3,000) Kilowatts.

4. Forestry :

a) Major access roads built for extraction of forest products;

b) Wood, pulp and paper mills or other forestry plants;

c) In general, any significant change in land use substantially affecting more than 25 square miles.

5. Community and municipal services :

a) new significant sewage and waste water collection and disposal systems;

b) solid waste collection and disposal, including land fill and incineration;

c) proposals for parks, wilderness areas, ecological reserves or other similar land classifications;

d) new outfitting facilities for more than thirty (30) persons, including networks of outpost camps;

e) new towns, communities or municipalities or significant expansion thereof;

6. Transportation :

a) access roads to and near communities;

b) port and harbour facilities;

c) airports;

d) railroads;

e) road infrastructure for new development;

f) pipelines;

g) dredging operations for navigation improvements;

JBNQA, Sch. I
A. corr.

Annex II

Future Developments Exempt from the Requirement for Impact Assessment

a) Any development within the limits of communities not directly affecting the wildlife resources outside theses limits;

b) small hotels, motels, service stations and similar structures on provincial or lesser highways;

c) structures intended for dwellings, wholesale and retail trade, garages, offices or handicrafts and car parks;

d) fossil-fuel fired power generating systems below three thousand (3,000) kilowatts;

e) the following immoveables :

teaching establishments, banks, fire stations, immoveables intended for administrative, recreational, cultural, religious, sports and health purposes and immoveables and equipment used for telecommunications;

f) the construction, modification, restoration, relocation or putting to another purpose of control and transformer stations of seventy-five (75) kilovolts or under and transport and electric power transmission lines of a voltage of seventy-five (75) kilovolts or under;

g) the construction and extension of a pipe main of less than thirty (30) centimetres in diameter to a maximum length of five (5) miles;

h) preliminary investigation, research, survey and technical survey works prior to any project, work or structure;

i) forestry development when included in governmental approved management plans, subject to the provisions of paragraph 23.5.34 of this Section;

j) municipal streets and sidewalks built in accordance with municipal by-laws, and operation and maintenance of roads and highway structures;

k) repairs and maintenance of municipal works;

l) temporary hunting, trapping, harvesting camps; outfitting facilities for less than thirty (30) persons;

m) the extraction and handling of soapstone, sand, gravel, copper, timber for personal and community use;

n) small wood cuttings for personal and community use;

o) borrow pits for highway maintenance purposes.

The foregoing shall not be construed as restricting the requirements for environmental impact assessment under the Federal impact assessment and review process for Federal projects.

JBNQA, Sch. II
A. corr.

Annex III

Contents of an Environmental and Social Impact Statement

I – Introduction

This Schedule describes the objectives, preparation and contents of an environmental and social impact statement prepared pursuant to this Section of the Agreement. In the exercise of his functions, and duties pursuant to this Section of the Agreement, the Administrator shall give due consideration to the provisions of this Schedule.

The environmental and social impact assessment procedure provides for the Administrator pursuant to paragraph 23.3.17 to instruct the proponent respecting the preparation of a preliminary or a final impact statement.

The preliminary environmental and social impact statement will evaluate site alternatives for the development and provide information for the determination of the need for a final statement of the retained alternative. The preliminary statement should be based on existing information and on information from reconnaissance or survey studies.

The final or detailed environmental and social impact statement of the retained alternative would be based on a much deeper knowledge of the environmental and social implications of the development.

The inclusion of specific items in the preparation of an impact statement will depend upon the nature and extent of the proposed development. Items potentially affected should be included in the report. Pursuant to paragraph 23.3.17, the Administrator shall decide to what extent these guidelines for contents are appropriate in specific cases, and should be incorporated into a given impact statement.

II – Objectives

An impact statement should identify and assess clearly and in as factual a manner as possible, the environment and social impacts induced by the project, especially those on the Native populations potentially affected.

The main objectives of an environment and social impact statement are to ensure that :

– Environmental and social considerations form an integral part of the proponent's planning and decision-making process.

– Potential environmental and social impacts resulting from development are identified as systematically as possible.

– Alternatives to the proposed action, including alternatives to individual elements of large scale projects, will be evaluated with a view to minimizing within reason impacts on Native people and wildlife resources and maintaining the quality of the environment.

– Remedial or preventive measures will be incorporated into proposed development so as to minimize within reason expected negative impacts.

– The EQC, the Review Panel and the Administrator are adequately informed to be able to take the decisions for which they are responsible under this Section.

In general, the impact assessment procedure should contribute to a further understanding of the interactions between Native people, the harvesting of wildlife resources and the economic development of the Region, and also to promote understanding of ecological processes.

The impact statement is expected to be short and concise and contain an adequate guide to the contents and to the conclusions of the study, and it should also contain a clear summary containing the essential arguments and findings of the proponent. The statement may be in French or in English at the option of the proponent.

III – Contents

The following outline gives the major headings that should be included in any impact statement.

1. Description of the project

The following should be included in the project description :

a) Purpose and objectives.

b) Location or alternative locations being considered.

c) Identification of area and human populations potentially affected by each project location being considered.

d) Physical plant, activities involved in construction phase of development, including an estimate of size and composition of work force.

e) Material/energy balance for the plant (Input/Output).

f) Physical and human requirements for operation phase of the project.

g) Possible future phases of the development.

2. Environmental and Social Setting

The state of the environmental and social setting should be described before the proposed development begins, in order to have a reference point for the evaluation of the impacts of the development.

The description should not only include the identification and description of the components identified below, but should equally consider their ecological relationships, their interaction, and when appropriate, their scarcity, sensitivity, productivity, variety, evolution, location, etc. The level of details provided in the description should be based upon the importance, and the implications of the specific impacts involved.

The following is a representative list of the items that could be considered in the environmental and social setting. Any item potentially affected should be included.

Environmental conditions

Lands
Physical : – topography

– geology

– soil and drainage
Vegetation

Fauna
Water
Physical : – hydrology

– quality
Vegetation
Fauna
Air
Climate
Micro-climate
Quality
Social conditions
Populations : – demography

– residence

– ethnic composition
Land use : – settlements and habitations

– basic utilities

– roads

– harvesting patterns

– known archaeological sites

– cemetery and burial sites

Harvesting : – use of various species

– importance

Income and employment: – standard of living

– employment

– enterprises

Institutions : – education

– utilities

– transportation

– other service institutions

Health and safety

Social organization : – family

– community

– ethnic relations

Culture : – values

– goals and aspirations.

3. Predicting and Evaluating Probable Impacts

This part of the Schedule involves the identification, evaluation and synthesis of impacts associated with the headings referred to in the part of this Schedule entitled “Environmental and Social Setting”.

The proponent may, at his discretion, include in his statement a section on information and questions submitted by the community potentially affected. Where he considers it appropriate the proponent may discuss and comment upon such information or questions.

This section of the statement should consider, whenever appropriate, direct, indirect and cumulative impacts; short term and long term impacts; reversible or irreversible impacts. Attention should also be given to impacts occurring at different phases of the development, and on different scales, i.e. local, regional or national scale.

The proponent should in his prediction and evaluation of impacts discuss the reliability and adequacy of the information used, limitations imposed upon his study by the unavailability of information, and areas of significant uncertainty and risk.

4. Alternatives to the proposed project

When justified by the nature of the project, there should be a section which explores and objectively assesses the impact on the Native people and on the environment of reasonable site alternatives of the project in the Region and/or of reasonable alternatives to certain elements of the proposed project. These alternatives should be considered with a view to optimize as much as reasonably possible the positive effect of the development of the environment, taking into account environmental, socio-economic and technical considerations and to

minimize negative impacts including impacts on the affected population, as reasonably as possible. Where the gross impact of alternative actions differs significantly, the analysis should be sufficiently detailed to permit the comparative assessment of the costs, benefits, and the environmental risk to the different interested populations between the proposed project and the available options.

5. Corrective and remedial measures

The proponent should include in the statement a section identifying and evaluating reasonable remedial or corrective measures which should reduce or alleviate the negative impact of the proposed development on Native people, wildlife resources of the Region and the quality of the environment in general. Measures aimed at enhancing positive impacts induced by the project should also be included in this section.

JBNQA, Sch. III
A. corr.

SECTION 24

Hunting, Fishing and Trapping

24.1 Definitions

For the purposes of this Section the following words and terms shall be defined as follows:

24.1.1 "Automatic weapon" means any firearm that is capable of firing bullets in rapid succession during one pressure of the trigger.

24.1.2 "Bag limit" means the maximum number established by regulation of individuals of a species or a group of species that a hunter may take legally.

24.1.3 "Band" means an organized body of Crees declared by the Agreement, by law or by Order-in-Council to be a band.

24.1.4 "Category" means the classification of areas in the Territory as set forth in paragraph 24.3.32.

24.1.5 "Conservation" means the pursuit of the optimum natural productivity of all living resources and the protection of the ecological systems of the Territory so as to protect endangered species and to ensure primarily the continuance of the traditional pursuits of the Native people, and secondarily the satisfaction of the needs of non-Native people for sport hunting and fishing.

24.1.6 "Community use" means the use by the Native people of all products of harvesting consistent with present practice between Native communities or members of a Native community or communities, including the gift, exchange and sale of such products subject to the restrictions set forth in this Section.

24.1.7 "Coordinating Committee" means the body constituted in accordance with and pursuant to this Section.

24.1.8 "Cree Tallyman" means a Cree person recognized by a Cree community as responsible for the supervision of harvesting activity on a Cree trapline.

24.1.9 "Cree trapline" means an area where harvesting activities are by tradition carried on under the supervision of a Cree tallyman.

24.1.10 "Ecological reserve" means a territory set aside by law or by regulation to preserve such territory in its natural state, to reserve such territory for scientific research and, if need be, for education or, to safeguard animal and plant species threatened with disappearance or extinction.

24.1.11 "Family" means the extended family comprising persons related or allied by blood, or by legal or customary marriage or adoption.

24.1.12 "Fauna" means all mammals, fish and birds.

24.1.13 "Harvesting" means hunting, fishing and trapping by the Native people for the purpose of the capture or killing of individuals of any species of wild fauna, except species from time to time completely protected to ensure the continued existence of that species or a population thereof, for

personal and community purposes or for commercial purposes related to the fur trade and commercial fisheries.

JBNQA, par 24.1.13
A. corr.

24.1.14 "Kill" means the number of individuals of a given species or population thereof, killed during a given period or permitted to be killed during a given time period.

24.1.15 "Native party" means, in the case of the Crees, 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. In the case of the Inuit, 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.

24.1.16

a) "Native person" is a person eligible under Sections 3 or 3A of the Agreement.

b) "Native people" means only those persons eligible pursuant to Sections 3 or 3A of the Agreement.

JBNQA, par 24.1.16
Compl. A. no. 18, sch. 1, s. 17

24.1.17 "Non-Natives" means all persons not eligible in accordance with Sections 3 or 3A of the Agreement.

JBNQA, par 24.1.17
Compl. A. no. 18, sch. 1, s. 18

24.1.18 "Outfitter" means a person who carries on an operation which provides the public with lodging and the opportunity to sport hunt and sport fish or rents equipment or small craft or provides other services for sport hunting and sport fishing purposes within the area specified in the permit, license or other authorization given to such person for such purposes.

24.1.19 "Outfitting operation" means the establishment and its dependant buildings, including outposts and all equipment and accessories related thereto, and all sport hunting and sport fishing gear, equipment and small craft used by an outfitter in connection with such operation.

24.1.20 "Personal use" means the use by the Native people for personal purposes of all products of harvesting including the gift, exchange and sale of all such products within the family.

24.1.21 "Possession limit" means the maximum quantity of individuals of a species or a group of species that a person is entitled to have in his possession during a specified period of time within a specified area.

24.1.22 "Registered trapline" means a territory leased and registered for the purposes of trapping of fur-bearing animals in the area specified in Schedule 1 of this Section.

24.1.23 "Reserve" means an area set aside by law or by regulation for conservation or other purposes specified in the law or regulation establishing such a reserve.

24.1.24 "Responsible Minister" means the Provincial or Federal Minister charged with responsibility with respect to a subject matter falling within the jurisdiction of the government of which he is a member.

24.1.25 "Settlement" means a permanent collectivity of habitations, buildings and facilities continuously inhabited and used, including the immediately contiguous land reasonably required to use and enjoy such habitations, buildings and facilities.

24.1.26 "Sport fishing" means fishing by non-Natives by the use only of rod and line (angling) and only for reasons of sport.

24.1.27 "Sport hunting" means hunting by non-Natives by the use only of firearms or bow and arrow and only for the specific purpose of killing game for reasons of sport.

24.1.28 "Territory" means the area defined in paragraph 24.12.1 of this Section.

24.1.29 "Wildlife" means all populations of wild fauna in the Territory.

24.1.30 "Wildlife sanctuary" means an area of land with a particular kind of environment set aside by law or by regulation for the temporary or permanent protection of certain species of animals.

24.1.31 "Naskapi" or "Naskapi of Québec" means a person defined in subsection 1.8 of the Northeastern Québec Agreement.

Compl. A. no. 1, sch. 4, s. 1

24.1.32 "Naskapi Native party" means the Naskapis de Schefferville band, acting through its council, until the establishment of the corporation to which Category IB-N lands will be granted pursuant to section 5 of the Northeastern Québec Agreement and, thereafter, the said corporation or its successor.

Compl. A. no. 1, sch. 4, s. 2

24.1.33 "Northeastern Québec Agreement" means the agreement between the Naskapis de Schefferville band and the members thereof, le Gouvernement du Québec, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec), the Northern Quebec Inuit Association and the Government of Canada, dated January 31, 1978, as amended from time to time.

Compl. A. no. 1, sch. 4, s. 3

24.1.34 "Naskapi Sector" means that portion of the Territory delineated on the map which constitutes Schedule 4 of the present Section.

Compl. A. no. 1, sch. 4, s. 4

24.2 Conservation

24.2.1 The Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall be subject to the principle of conservation.

24.3 Harvesting

24.3.1 Every Native person shall have the right to hunt, fish and trap, including the right to capture or kill individuals of any species of wild fauna, in accordance with the provisions of this Section (hereinafter referred to as the "right to harvest").

24.3.2 Every Native person shall have the right to harvest any species of wild fauna except species requiring complete protection from time to time within the Territory to ensure the continued existence of such species or a population thereof.

24.3.3 The Native people shall enjoy the sole and exclusive exercise of the right to harvest in accordance with the provisions of this Section.

24.3.4 The exercise of the right to harvest shall be subject to the principle of conservation, the acquired rights contemplated by paragraph 24.3.21 and such other express provisions as are specified elsewhere in the Agreement.

JBNQA, par 24.3.4
A. corr.

24.3.5 The right to harvest shall extend and may be exercised over all the Territory, subject to the limitations stipulated at Sub Section 24.12, where this activity is physically possible and does not conflict with other physical activity or public safety. Acts by parties to the Agreement or third parties to limit access to an area within the Territory for reasons other than those specifically enumerated in this Section of the Agreement shall not ipso facto exclude that area from the right to harvest.

JBNQA, par 24.3.5
A. corr.

24.3.6

a) The words "conflict with other physical activity" shall mean actual physical conflicts or physical interference but shall not include conflicts or interference of any other nature which may be perceived, anticipated or declared by any means whatsoever. Without limiting the generality of the foregoing, the creation or existence of parks, reserves, wilderness areas, ecological reserves and the grant or existence of concessions or rights with respect to forestry or mining shall not in themselves be considered conflicting physical activities and the Native people shall continue to have the right to harvest in such areas.

b) The creation or existence of wildlife sanctuaries shall operate to exclude all or part of such sanctuaries from the right to harvest but only with respect to those species for whose protection such sanctuaries are created and for such periods of time and/or season when such protection is required.

24.3.7

a) The right to harvest shall not be exercised in lands situated within existing or future non-Native settlements within the Territory.

b) The annexation of land by a municipality or any other public body shall not in itself exclude such areas from the harvesting rights of Native people as long as such lands remain vacant.

24.3.8

a) In areas specified in existing leases or permits as being reserved for the exclusive use of an outfitter and in areas presently covered by fish and game leases, the right to harvest, except for the right to trap, shall not be exercised during the operating season of such outfitters, lessees and permit holders.

b) Subject to Sub-Section 24.9 of this Section, the rights of present outfitters and present holders of fish and game leases shall be respected for the duration of the current term of their present leases or permits. At the expiration of the current term of such leases or permits, the terms shall be reviewed by the Coordinating Committee to minimize conflicts with harvesting activity. This provision shall be without prejudice to any agreement between an outfitter, lessee or permit holder and the interested Native party.

24.3.9 Restrictions on the right to harvest for reasons of public safety shall apply primarily to the discharge of firearms, to the setting of large traps or nets in certain areas, and to other dangerous activities having due regard for others lawfully in the vicinity. Any such restrictions shall not in themselves preclude other harvesting activities.

JBNQA, par 24.3.9
A. corr.

24.3.10 Subject to conservation rules established pursuant to this Section, any restrictions in the Migratory Birds Convention Act and its regulations, the undertaking of Canada respecting the Migratory Birds Convention referred to in Sub Section 24.14 and any other exceptions specified in this Section, the Native people shall have the right to harvest at all times of the year.

JBNQA, par 24.3.10
A. corr.

24.3.11

a) Subject to the principle of conservation, the right to harvest refers to harvesting activity pursued within the Territory, for personal and community use, commercial trapping and commercial fishing.

b) In the case of migratory birds, personal use shall be limited to the gift or exchange of all products of harvesting within the extended family, subject to the undertakings of Canada contained in Sub Section 24.14.

c) Community use shall include the gift, exchange and sale of all products of harvesting consistent with present practice between Native communities and/or members of the Native community or communities. For greater clarity, community use shall not exclude the gift, exchange and sale of all

products of harvesting between Native communities and members of the Native community or communities not presently conducting such activity. For Native people living in non-Native settlements such as Schefferville, Matagami, Chibougamau, etc., community use shall be restricted to the gift, exchange and sale of all products of harvesting consistent with present practice between such Native people and shall not include gift, exchange and sale with Native communities. In the case of migratory birds, community use shall be limited to the gift or exchange of meat and eiderdown consistent with present practice between Native communities and/or members of the Native community or communities, subject to the undertakings of Canada contained in Sub-Section 24.14. Community use shall not include the exchange or sale of fish and meat to non-Natives except in the case of commercial fisheries.

JBNQA, par 24.3.11
A. corr.

24.3.12 The right to harvest shall include the right to possess and use all equipment reasonably needed to exercise that right with the exception of the following : explosives, poisons, firearms connected to traps and remote controls, automatic weapons, tracer bullets, non-expanding ball ammunition, air-guns, and other similar equipment, as may from time to time be prohibited by regulations passed upon recommendation by the Coordinating Committee, the whole subject to applicable laws and regulations of general application concerning weapon control, where such control is directed to public security and not to harvesting activity.

Nevertheless, Québec regulations obliging persons under the age of sixteen (16) to be accompanied by an adult when hunting or fishing shall not apply to Native people above the age of reason.

24.3.13 The right to harvest shall include the right to travel and establish such camps as are necessary to exercise that right, in accordance with the terms and conditions of the Agreement.

24.3.14 The right to harvest shall include the use of present and traditional methods of harvesting except where such methods affect public safety.

24.3.15 The right to harvest shall include the right to possess and transport within the Territory the products of harvesting activity.

24.3.16 The Native people shall have the right to trade in and conduct commerce in all the by-products of their lawful harvesting activities.

24.3.17 Subject to the restrictions and controls with respect to non-Native hunting and fishing, provided for in this Section, the right to harvest shall not be construed to prevent or limit access to the Territory by non-Natives in accordance with the provisions found elsewhere in the Agreement.

24.3.18 The exercise of the right to harvest shall not be subject to the obtaining of permits, licenses, or other authorization, save where expressly stipulated otherwise in this Section. Where, by exception, for the purposes of management, leases, permits, licenses or other authorizations are required by the responsible Minister or required on the recommendation of the Coordinating Committee, the Native people shall have the right to receive such leases, permits, licenses or other authorizations at a nominal fee through their respective local governments**.**

24.3.19 Subject to the provisions of this Section, the Native people shall have the exclusive right to trap in the Territory, as part of their right to harvest. This right to trap shall include the right to trap for all commercial purposes.

24.3.20 Notwithstanding the preceding paragraph in cases where Native people have not exercised their exclusive right to trap within a part of the Territory for an extended period, and where trapping activity in such part of the Territory is necessary for the proper management of a species, Québec may, only upon the advice of the Coordinating Committee and after giving reasonable notice to the interested Native party through the Coordinating Committee, permit non-Natives to exercise the necessary trapping activity in such part of the Territory, when the interested Native party fails to do so. Such permission shall be subject to an agreement between the interested Native party and Québec; failing such agreement the responsible Minister may, only upon recommendation of the Coordinating Committee, permit non-Natives to exercise such activity, and in such case the Minister shall establish the terms and conditions upon which such activities shall be exercised provided such activity shall not be permitted for a period exceeding four (4) years. At the expiration of said period, the interested Native party shall have the right to resume the exercise of its exclusive right to trap on that portion of the Territory, failing which the foregoing procedure shall apply.

JBNQA, par 24.3.20
A. corr.

24.3.21 The exclusive right to trap shall not apply to the area of the registered traplines in the southern portion of the Territory indicated on the map attached hereto as Schedule 1 of this Section.

24.3.22 This exclusive right to trap shall be without prejudice to the trapping rights, if any, exercised by the native people not party to the Agreement on the beaver reserves presently allocated to them.

JBNQA, par 24.3.22
A. corr.

24.3.23 The exclusive right to trap shall not exclude the possibility of snaring of hare by non-Natives in and around non-Native settlements within that part of the Territory below the 50th parallel of latitude.

24.3.24 Québec and Canada shall take all reasonable measures, within the scope of current programs or those programs which may from time to time be established, including economic measures, to assist the Cree and Inuit parties in establishing trappers' associations, as well as a Native controlled and run trapping industry including functions necessary to the operation of such an industry, such as marketing, promotion, registration, collection, transportation, grading, dressing, dyeing, manufacturing etc.

JBNQA, par 24.3.24
A. corr.

24.3.25 The present system of Cree traplines and the disposition of the beaver reserves presently allocated to the Crees shall continue unless otherwise agreed to by the interested Cree community or communities.

24.3.26 Within Categories I and II, the Native people shall have the exclusive right to establish and operate commercial fisheries. Within Category III the Native people shall have the exclusive right to establish and operate commercial fisheries related to the species of fish enumerated in the list of exclusive species referred to in paragraph 24.7.1 and attached as Schedule 2 to this Section.

24.3.27 All applications for commercial fisheries permits within Categories I, II or III shall be submitted to the Coordinating Committee and shall be assessed by the Coordinating Committee upon the basis of the possible or probable impact of such proposed fisheries operations upon harvesting and recreational fishing. The Coordinating Committee shall make recommendations to the responsible Minister with respect to such applications on the basis of its assessment. In the case of the Crees, no commercial fisheries shall be permitted within Category I or II without the consent of the interested local Native government. In the case of the Inuit, no commercial fisheries shall be permitted within Category I without the consent of the interested Inuit community corporation or within Category II without the consent of the interested Inuit community corporation(s) and the interested Native party.

JBNQA, par 24.3.27
A. corr.

24.3.28 The Hunting, Fishing and Trapping Regime applicable in the Territory shall be established by and in accordance with the provisions of this Section.

24.3.29 Québec shall forthwith take all necessary measures to obtain modification to any provisions of the Wildlife Conservation Act (L.Q. 1969, c. 58 as amended) or any other Provincial Act and to modify regulations thereunder which conflict with or are incompatible with the provisions of this Section. The Coordinating Committee shall advise and be consulted in this process.

24.3.30 A minimum of control or regulations shall be applied to the Native people, which shall mean inter alia that :

a) When the Coordinating Committee or the responsible Federal or Provincial government decides that control of harvesting activities is necessary, the Coordinating Committee or the responsible Federal or Provincial Government shall first formulate guidelines and/or advisory programs with respect to the control of such activity. Such guidelines or advisory programs shall be encouraged and promoted by the local and/or regional governments, under reserve of the right of the responsible Federal or Provincial Government to impose such controls in the event that such guidelines and/or advisory programs do not prove to be effective.

b) When the Coordinating Committee or the responsible Federal or Provincial Government decides that regulations are necessary the responsible Federal or Provincial Government shall make regulations with a minimum of impact on the Native people and harvesting activities by taking into account the impact on such factors as local native food production, the role of tallymen and the organization and boundaries of Cree traplines, accessibility of different sectors of the Native populations to harvestable resources, efficiency of harvesting, cost of harvesting and Native cash incomes.

c) In general, the control of activities contemplated by this Section shall be less restrictive for Native people than for non-Natives.

24.3.31 Neither the responsible governments nor the Coordinating Committee shall change or affect the Hunting, Fishing and Trapping Regime in such a way as to infringe upon the rights of the Native people established by this Section. Without limiting the generality of the foregoing, this provision shall apply to the responsible Provincial and Federal Ministers, the provincial and federal departments involved and the individuals, bodies or agencies administering the Hunting, Fishing and Trapping Regime.

JBNQA, par 24.3.31
A. corr.

24.3.32 For the purposes of this Section only, land in the Territory shall be classified as follows :

a) Category I :

subject to the provisions of this Section, the lands described in Sections 5 and 7, under the complete and exclusive control of the Crees and the Inuit and for the exclusive use of the Crees and the Inuit.

b) Category II :

the lands described in Sections 5 and 7, where the Crees and the Inuit shall have the exclusive right to hunt and fish, which right shall include the right to permit hunting and fishing by persons other than Crees or Inuit, subject to the conditions concerning replacement or compensation in Sections 5 and 7.

c) Category III :

land in the Territory defined in Sub-Section 1.6.

The principle of conservation shall apply in Category I and II lands, in Category I-N lands, in Category II-N lands and in Category III lands.

JBNQA, par 24.3.32
Compl. A. no. 1, sch. 4, s. 5

24.3A Hunting for Commercial Purposes, Keeping in Captivity and Husbandry

24.3A.1 Only the Native people shall have, in accordance with the provisions of this Sub-Section, the right to hunt for commercial purposes and species of wildlife until November 10, 2029.

Such exclusive right may be exercised in respect of the species listed in Schedule 7.

Compl. A. no. 12, sch. 1, s. 1
Compl. A. no. 30, s. 1

24.3A.2 Only the Native people shall have, in accordance with the provisions of this Sub-Section, the right of keeping in captivity and husbandry of the species of wildlife listed in Schedule 8 until November 10, 2029.

Such exclusive right shall apply only in the northern area of the Territory as defined at sub-paragraph 24.12.2c) and in the buffer area as defined at sub-paragraph 24.12.2b), except in and around non-

Native settlements in the buffer area, where non-Natives also may engage in keeping in captivity and husbandry of the species of wildlife listed in Schedule 8.

Compl. A. no. 12, sch. 1, s. 1
Compl. A. no. 30, s. 2

24.3A.3 Subject to the authorization of the responsible Native authorities designated in the first paragraph of paragraphs 24.3A.7 and 24.3A.8, the exercise of the right referred to in paragraph 24.3A.1 or 24.3A.2 may be shared with Native people or non-Natives.

Compl. A. no. 12, sch. 1, s. 1

24.3A.4 The exercise of the right to hunt for commercial purposes and of the right of keeping in captivity and husbandry of the species listed in Schedules 7 or 8 shall be subject to the obtaining of a permit, licence or other authorization issued by the responsible Québec Minister.

Any such permit, licence or other authorization shall be issued with conditions established by the Minister for a period not exceeding twelve (12) months and, in the case of the Native people, at a nominal fee.

Compl. A. no. 12, sch. 1, s. 1

24.3A.5 There shall be no hunting for commercial purposes in respect of a population of a species of wildlife permitted anywhere in the Territory in a given year unless the harvesting needs of the Native people above the interim guaranteed levels of harvesting or the guaranteed levels of harvesting that shall be established, as well as the needs of persons other than Crees, Inuit and Naskapis for sport hunting in respect of such population, may be satisfied.

Compl. A. no. 12, sch. 1, s. 1

24.3A.6 Every application for a permit, licence or other authorization for hunting for commercial purposes or for keeping in captivity and husbandry of wildlife within Categories I, II or III lands shall be submitted to the responsible Minister of Québec, who shall transmit a copy to the Coordinating Committee indicating the conditions, if any, that he proposes to establish.

The Coordinating Committee shall assess an application principally upon the basis of the possible or probable impact of such proposed hunting for commercial purposes, keeping in captivity or husbandry upon the conservation of species of wildlife or populations of such species, upon harvesting and upon sport hunting.

The Coordinating Committee shall make recommendations to the Minister with respect to such application on the basis of its assessment.

Compl. A. no. 12, sch. 1, s. 1

24.3A.7 In the case of the Crees, the responsible Québec Minister may not issue any permit, licence or other authorization for commercial hunting, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of

i) the interested Cree band for Category IA lands;

ii) the interested Cree village corporation for Category IB lands and Category II lands;

iii) any interested Cree Village corporation when an area of the proposed commercial hunting or the proposed installation for keeping in captivity or husbandry in Category III lands is situated in the traplines or area of harvesting rights of a Cree community.

The interested Cree band on Category IA lands or the interested Cree village corporation on Category IB, II or III lands, may establish by by-law conditions for commercial hunting, keeping in captivity or husbandry which are more restrictive than those established by the responsible Québec Minister.

An affirmative notice is not required and by-laws do not apply in respect of keeping in captivity or husbandry of wildlife in and around non-Native settlements in the buffer area.

Compl. A. no. 12, sch. 1, s. 1

24.3A.8 In the case of the Inuit, the responsible Québec Minister may not issue any permit, licence or other authorization for commercial hunting, keeping in captivity or husbandry of wildlife without the affirmative notice in writing

i) interested Inuit landholding corporation for Category I and II lands;

ii) Makivik Corporation for Category III lands.

The interested landholding corporation on Category I or II lands or the Kativik Regional Government on Category III lands, may establish by by-law conditions for commercial hunting, keeping in captivity or husbandry which are more restrictive than those established by the responsible Québec Minister.

The Kativik Regional Government may adopt such by-laws only upon the recommendation of a committee composed solely of Inuit. Such recommendations shall bind the Kativik Regional Government.

Compl. A. no. 12, sch. 1, s. 1

24.3A.9 In Category II and III lands in the area of common interest for the Inuit and the Crees and in the areas contemplated by paragraphs 24.13.6 and 24.13.7, the responsible Québec Minister may not issue any permit, licence or other authorization for hunting for commercial purposes, keeping in captivity or husbandry of wildlife without the affirmative notice in writing of

i) the interested Inuit landholding corporation and the interested Cree village corporation in the case of Category II lands;

ii) Makivik Corporation and any interested Cree village corporation in the case of Category III lands.

No by-law respecting hunting for commercial purposes, keeping in captivity or husbandry adopted pursuant to paragraph 24.3A.7 or 24.3A.8 shall have force in any area contemplated by this paragraph unless adopted by each Native authority having by-law power in such area.

Compl. A. no. 12, sch. 1, s. 1

24.3A.10 Within the area of common interest for the Inuit and the Naskapis, the responsible Québec Minister may not issue any permit, licence or other authorization for hunting for commercial purposes,

keeping in captivity or husbandry of wildlife without the affirmative notice in writing of Makivik Corporation and the Corporation of the Naskapi Village of Schefferville.

No by-law respecting for hunting for commercial purposes, keeping in captivity or husbandry adopted pursuant to paragraph 24.3A.8 of the Agreement or paragraph 15.3A.8 of the Northeastern Québec Agreement shall have force in the area of common interest for the Inuit and the Naskapis unless adopted by each of the Kativik Regional Government and the Corporation of the Naskapi Village of Schefferville.

The Kativik Regional Government may adopt such by-laws only upon the recommendation of a committee composed solely of Inuit. Such recommendations shall bind the Kativik Regional Government.

Compl. A. no. 12, sch. 1, s. 1

24.3A.11 All by-laws proposed pursuant to the second paragraph of paragraphs 24.3A.7 to 24.3A.10 shall be submitted prior to adoption to the Coordinating Committee for its advice. All such by-laws shall come into force on the date that a certified copy thereof is submitted to the responsible Québec minister who shall have the right within 90 days from reception to disallow such by-law.

This paragraph shall not be interpreted or invoked as a denial or a recognition of rights.

Compl. A. no. 12, sch. 1, s. 1

24.3A.12 Prior to the expiry of the period stipulated in paragraphs 24.3A.1 and 24.3A.2 of the Agreement and in paragraphs 15.3A.1 and 15.3A.2 of the Northeastern Québec Agreement, Québec, the Crees, the Inuit and the Naskapis shall negotiate on the basis of past experience and actual and future need, whether the exclusive right of the Crees, the Inuit and the Naskapis of hunting for commercial purposes, keeping in captivity and husbandry of wildlife shall be renewed. The Coordinating Committee shall be consulted and may make recommendations to the responsible Minister with respect thereto.

Compl. A. no. 12, sch. 1, s. 1

24.3A.13 The grant or existence of concessions or rights with respect to resources in the Territory shall not in themselves be considered incompatible with hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Native people; likewise, hunting for commercial purposes, keeping in captivity or husbandry of wildlife by the Native people shall not in themselves be considered incompatible with the grant or existence of concessions or rights with respect to resources in the Territory.

Compl. A. no. 12, sch. 1, s. 1

Compl. A. no. 12, sch. 1, s. 1

24.4 Coordinating Committee

24.4.0 Except for sub-paragraph 24.4.27 f), for the purposes of this Sub-Section :

a) “Native person”, includes, in addition to a person defined in sub-paragraph 24.1.16 a), a person defined in subsection 1.8 of the Northeastern Québec Agreement;

b) “Native people”, includes, in addition to the persons defined in sub-paragraph 24.1.16 b), the persons defined in subsection 1.8 of the Northeastern Québec Agreement;

c) “Non-Natives” means all persons not eligible in accordance with Sections 3 or 3A of the Agreement.

Compl. A. no. 1, sch. 4, s. 6
Compl. A. no. 18, sch. 1, s. 19

24.4.1 A Hunting, Fishing and Trapping Coordinating Committee (hereinafter referred to as the “Coordinating Committee”), an expert body made up of Native and government members, is established to review, manage, and in certain cases, supervise and regulate the Hunting, Fishing and Trapping Regime established by and in accordance with the provisions of this Section.

24.4.2 The Coordinating Committee shall have sixteen (16) members. The Cree Native party and the Inuit Native party shall each appoint three (3) members, the Naskapi Native party shall appoint two (2) members and Québec and Canada shall each appoint four (4) members. Such members shall be appointed and replaced from time to time at the discretion of the respective appointing party. The appointing parties may by unanimous consent increase or decrease the membership of the Coordinating Committee. The Coordinating Committee shall determine by by-law the voting procedure applicable when any party has more votes than members.

JBNQA, par 24.4.2
A. corr.
Compl. A. no. 1, sch. 4, s. 7

24.4.3 In addition to the members of the Coordinating Committee contemplated by paragraph 24.4.2, the Société de développement de la Baie James shall appoint one (1) person as an observer-member of such committee. Such observer-member shall have the rights and obligations of the other members of the Coordinating Committee except :

a) Such observer-member shall not be entitled to vote on any matter;

b) Such observer-member shall have the right to discuss, and to make representations with respect to, all matters pertaining to that portion of the Territory south of the 55th parallel of latitude and with respect to all matters of general interest pertaining to the entire Territory.

c) Such observer-member shall be entitled to receive a proxy executed in accordance with the provisions of paragraph 24.4.10 of this Section and in such an event shall be entitled to vote in the place and stead of the member from whom the proxy has been received.

JBNQA, par 24.4.3
A. corr.

24.4.4 The members of the Coordinating Committee shall each have one (1) vote except as hereinafter provided otherwise :

a) When matters of exclusive provincial jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Provincial Government shall each have two (2) votes, and the members appointed by the Federal Government shall not vote.

b) When matters of exclusive federal jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Federal Government shall each have two (2) votes and the members appointed by the Provincial Government shall not vote.

c) When matters of joint or mixed federal and provincial jurisdiction are being dealt with by the Coordinating Committee, the members appointed by the Provincial Government and the members appointed by the Federal Government shall each have one (1) vote.

d) When matters relating to the area of primary interest of the Crees are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them eight (8) votes, and the members appointed by the Inuit Native party and the members appointed by the Naskapi Native party shall not vote.

e) When matters relating to the area of primary interest of the Inuit are being dealt with by the Coordinating Committee, the members appointed by the Inuit Native party shall have between them eight (8) votes, and the members appointed by the Cree Native party and the members appointed by the Naskapi Native party shall not vote.

f) When matters relating to the area of primary interest of the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Naskapi Native party shall have between them eight (8) votes, and the members appointed by the Cree Native party and the members appointed by the Inuit Native party shall not vote.

g) When matters of common interest to the Crees and Inuit are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them four (4) votes, the members appointed by the Inuit Native party shall have between them four (4) votes and the members appointed by the Naskapi Native party shall not vote.

h) When matters of common interest to the Crees and Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party shall have between them four (4) votes, the members appointed by the Naskapi Native party shall have between them four (4) votes and the members appointed by the Inuit Native party shall not vote.

i) When matters of common interest to the Inuit and the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Inuit Native party shall have between them four (4) votes, the members appointed by the Naskapi Native party shall have between them four (4) votes and the members appointed by the Cree Native party shall not vote.

j) When matters of common interest to the Crees, the Inuit and the Naskapis are being dealt with by the Coordinating Committee, the members appointed by the Cree Native party, the Inuit Native party and the Naskapi Native party shall each have one (1) vote.

JBNQA, par 24.4.4

A. corr.

Compl. A. no. 1, sch. 4, s. 8

24.4.5 The respective parties shall appoint a Chairman, a Vice-Chairman, and, when applicable, a second Vice-Chairman, of the Coordinating Committee from among their appointees in the following manner :

a) In the first year of the operation of the Coordinating Committee, the Chairman shall be appointed by the Cree Native party, the Vice-Chairman shall be appointed by the Naskapi Native party and the second Vice-Chairman shall be appointed by the Inuit Native party.

b) In the second year of the operation of the Coordinating Committee, the Chairman shall be appointed by Québec and the Vice-Chairman shall be appointed by Canada.

c) In the third year of the operation of the Coordinating Committee, the Chairman shall be appointed by the Inuit Native party, the Vice-Chairman shall be appointed by the Naskapi Native party and the second Vice-Chairman shall be appointed by the Cree Native party.

d) In the fourth year of the operation of the Coordinating Committee, the Chairman shall be appointed by Canada and the Vice-Chairman shall be appointed by Québec.

e) In subsequent years of operation of the Coordinating Committee, the appointment of the Chairman, Vice-Chairman, and, when applicable, the second Vice-Chairman shall take place in the sequence set forth in sub-paragraphs a), b), c) and d) of this paragraph.

f) the absence of the Chairman at any meeting, an alternate Chairman shall be selected by and from among the members appointed by the party that appointed the Chairman.

g) The Vice-Chairman shall act as Chairman only when the Chairman does not have the right to vote pursuant to paragraph 24.4.4, and the second Vice-Chairman shall act as Chairman only when both the Chairman and the Vice-Chairman do not have the right to vote pursuant to paragraph 24.4.4.

JBNQA, par 24.4.5
A. corr.
Compl. A. no. 1, sch. 4, s. 9

24.4.6 The term of office of the Chairman and of the Vice-Chairman shall be one (1) year, and the term of office of the second Vice-Chairman, when there is one, shall also be one (1) year.

JBNQA, par 24.4.6
Compl. A. no. 1, sch. 4, s. 10

24.4.7 The Coordinating Committee may, from time to time, select from among its members such other officers as may be required to enable the Committee to fulfill its role and functions.

24.4.8

a) A quorum shall be five (5) members physically present provided that at least one (1) member appointed by each party is present physically or by proxy.

b) Notwithstanding the foregoing, the Coordinating Committee may validly act at a duly convened meeting, even without a quorum, when no representative of one of the parties is present at the meeting, provided that this same party was also not present at the preceding duly convened meeting

and, furthermore, provided that, except for the absence of the said party, the other conditions for a quorum are observed and that the Committee may vote only on those matters indicated on the agenda forwarded with the notice of the convocation of each of the said two meetings.

JBNQA, par 24.4.8
Compl. A. no. 1, sch. 4, s. 11

24.4.9 The quorum mentioned in the preceding paragraph 24.4.8 may, from time to time, be changed with the unanimous consent of all members of the Coordinating Committee.

24.4.10 A member of the Coordinating Committee shall upon his appointment execute a written proxy in the form provided by the Coordinating Committee in favor of the other members, including their replacements, appointed by the party that appointed the member executing the proxy. For a particular meeting a member may execute a proxy in favor of a designated person and, in such case, such proxy shall prevail.

The holder of such proxy shall have the right to vote and otherwise act in place of the absent member from whom the proxy has been obtained, in addition to the voting and other rights that the member holding the proxy is entitled to exercise in his own right.

24.4.11 All decisions shall be decided by a majority of the votes cast.

24.4.12 The Chairman shall have, in the case of a tie vote, a second and deciding vote.

24.4.13 The Coordinating Committee shall have a principal office within the Province of Québec, and may establish other offices, within the said Province.

24.4.14 The Coordinating Committee may establish rules and adopt by-laws regulating its own internal operations, including notice and place of meetings and other matters relating to the administration of the Coordinating Committee. Whenever practical, meetings will be held in the Territory.

24.4.15 The Chairman of the Coordinating Committee shall convoke a meeting of the Coordinating Committee within twenty (20) days of receipt from any five (5) members of the coordinating Committee of a written request indicating the purpose of such meeting.

JBNQA, par. 24.4.15
Compl. A. no. 1, sch. 4, s. 12

24.4.16 The Coordinating Committee shall meet at least four (4) times annually.

24.4.17 The Chairman shall preside over meetings of the Coordinating Committee.

24.4.18 A secretariat shall be established for the Coordinating Committee consisting of not more than three (3) full-time employees. After the first year of operation, the Coordinating Committee may by unanimous agreement alter the size of the secretariat.

The secretariat shall be responsible to and under the direction and control of the Coordinating Committee. Québec shall maintain and fund the secretariat. The secretariat shall receive and distribute data when appropriate, report the results of meetings and decisions of the Coordinating Committee

and perform such other functions as the Coordinating Committee shall from time to time determine, pursuant to this Section.

24.4.19 An official record of discussions and decisions of the Coordinating Committee shall be kept by the secretariat.

24.4.20 Agenda for meetings shall be prepared in advance and distributed to members by the secretariat.

24.4.21 Members of the Coordinating Committee or the Coordinating Committee itself may call upon other persons for expert advice or assistance. The remuneration and expenses of any such person shall be paid out of the budget of the Coordinating Committee only if the services of such person have been requested by the Coordinating Committee.

24.4.22 Each party shall pay the remuneration and expenses of the members it appoints and the experts it requests.

24.4.23 The Coordinating Committee shall be a consultative body to responsible governments, save where expressly stipulated in paragraph 24.4.30 and as such shall be the preferential and exclusive forum for Native people and governments jointly to formulate regulations and supervise the administration and management of the Hunting, Fishing and Trapping Regime.

24.4.24 The parties to the Agreement shall furnish the Coordinating Committee with all information in their possession relevant to the functions of the Coordinating Committee.

24.4.25 The Coordinating Committee shall have the right to initiate, discuss, review and propose all measures relating to the Hunting, Fishing and Trapping Regime in the Territory. The Coordinating Committee may propose regulations or other measures relating to the regulation, supervision and management of the Hunting, Fishing and Trapping Regime.

24.4.26 All regulations relating to the Hunting, Fishing and Trapping Regime proposed by responsible governments shall be submitted to the Coordinating Committee for advice before enactment. Proposals with respect to the establishment of parks, ecological reserves, wildlife sanctuaries and similar classifications of land shall be submitted to the Coordinating Committee except when such proposals deal with land situated within settlements.

24.4.27 The Coordinating Committee may submit recommendations to the responsible Provincial or Federal Minister, who shall have discretion to act upon such recommendations in accordance with paragraphs 24.4.36 and 24.4.37 concerning the following :

a) Guidelines and other measures related to Native harvesting.

b) Regulations relating to the Hunting, Fishing and Trapping Regime.

c) Proposed regulations, decisions or actions resulting from previous recommendations of the Coordinating Committee.

d) Conservation, including management procedures for conservation purposes.

e) The number of non-Natives permitted to hunt and fish in the Territory and the places and times at which they may hunt and fish.

f) Levels of allocation of Native and non-Native kills over and above guaranteed levels of harvesting established pursuant to this Section.

g) Regulations respecting community use.

h) Regulations respecting the fur trade.

i) Positions to be adopted in international and intergovernmental negotiations relating to wildlife management, involving the Territory.

j) Species of wild fauna requiring complete protection from time to time.

k) Planning and policy relating to outfitting and regulations concerning outfitting operations.

l) Research projects related to wildlife resources.

m) Enforcement of the Hunting, Fishing and Trapping Regime.

n) The establishment, and insofar as it affects the Hunting, Fishing and Trapping Regime, the operation of parks, ecological reserves, wildlife sanctuaries and other land similarly classified.

o) Regulations which prohibit the possession and use of equipment for the purpose of exercising the right to harvest.

p) Regulations respecting commercial fisheries operations.

q) Regulations or other measures respecting hunting for commercial purposes, keeping in captivity and husbandry of wildlife.

JBNQA, par 24.4.27
A. corr.
Compl. A. no. 12, sch. 1, s. 2

24.4.28 The Coordinating Committee shall :

a) Review applications for new commercial fisheries permits.

b) Review applications for outfitters' permits or leases or renewals thereof.

c) Supervise procedures respecting the Native people's right of first refusal for outfitting facilities.

d) Supervise procedures for the relocation of non-Native outfitters located in Categories I and II if required.

e) Review at the expiration of the stipulated thirty (30) year period the Native people's right of first refusal for outfitting in Category III based on past experience and circumstances including actual and future needs of the Native people and non-Natives.

f) Review applications for permits, licences or other authorizations for hunting for commercial purposes, keeping in captivity and husbandry of wildlife.

g) Review, prior to the expiry of the delay stipulated in paragraphs 24.3A.1 or 24.3A.2 of the Agreement and in paragraphs 15.3A.1 or 15.3A.2 of the Northeastern Québec Agreement, the exclusive right of the Native people of hunting for commercial purposes, keeping in captivity and husbandry of wildlife based on past experience and circumstances including actual and future needs of the Native people and non-Natives.

JBNQA, par 24.4.28
Compl. A. no. 12, sch. 1, s. 3

24.4.29 The Coordinating Committee may :

a) Receive, maintain and distribute information necessary for the proper management of the Hunting, Fishing and Trapping Regime, including game inventories, non-Native kills and harvesting.

b) Recommend to local governments conservation measures for Category I.

c) Participate in conformity with the provisions of Sections 22 and 23 of the Agreement, in the assessment of impacts of future development upon the land, wildlife resources and harvesting, and the economic implications of such development on Native and non-Native activity related to wildlife resources.

d) To the extent possible, receive and review information relating to research, studies, surveys and the data obtained therefrom, relating to the Hunting, Fishing and Trapping Regime.

e) Make representations concerning weapon control where such control is directed to public security.

f) Make recommendations to the responsible Native authorities referred to in paragraph 24.3A.3 of the Agreement and in paragraph 15.3A.8 of the Northeastern Québec Agreement, respecting the shared exercise of the right of hunting for commercial purposes, keeping in captivity and husbandry of wildlife.

JBNQA, par 24.4.29
Compl. A. no. 12, sch. 1, s. 4

24.4.30 The Coordinating Committee may establish the upper limit of kill for moose and caribou for Native people and non-Natives and, with respect to black bear in the buffer area, make decisions relating to the non-Native hunting, the harvesting and the management of populations thereof. Subject to the principle of conservation, decisions of the Coordinating Committee pursuant to this paragraph shall bind the responsible Minister or government, who shall make such regulations as are necessary to give effect thereto and shall bind local and regional governments.

24.4.31 The Coordinating Committee shall supervise the research to establish present levels of harvesting.

24.4.32 The responsible Québec Minister may change the list of species reserved exclusively to the Native people, (Schedule 2 to this Section), the list of species that by be hunted for commercial purposes (Schedule 7 to this Section), or the list of species in respect of which keeping in captivity and husbandry is exclusive to the Native people (Schedule 8 to this Section) only upon the unanimous

recommendation of the Coordinating Committee provided that all members of the Coordinating Committee appointed by the Cree, Inuit and Naskapi Native parties respectively, and entitled to vote, voted personally and not by proxy upon such recommendation.

JBNQA, par 24.4.32
Compl. A. no. 12, sch. 1, s. 5

24.4.33 The Coordinating Committee shall operate in accordance with the provisions of this Section.

24.4.34 All proposed regulations, measures and decisions of the Coordinating Committee shall be communicated to the responsible government for attention, information and appropriate action.

24.4.35 Proposed regulations, measures or decisions shall, except where expressly stipulated otherwise, be subject to the approval of the responsible Québec Minister and, if required, adoption by the Lieutenant-Governor in Council with respect to matters falling under Provincial jurisdiction, or by the responsible Federal Minister and, if required, adoption by the Governor in Council with respect to matters falling under Federal jurisdiction. With respect to matters designated in paragraphs 24.3.30 a), 24.5.3 and 24.5.4, the Coordinating Committee may make recommendations to the responsible local or regional government.

24.4.36 Before submitting a new regulation or other decision for enactment or taking new action and before modifying or refusing to submit for enactment draft regulations or other decisions from the Coordinating Committee, the responsible Provincial or Federal Minister shall consult with the Coordinating Committee and shall endeavor to respect the views and positions of the Coordinating Committee on any matter respecting the Hunting, Fishing and Trapping Regime, the whole subject to the provisions of paragraph 24.4.37 and Sub Section 24.12.

24.4.37 In all cases where the responsible Minister modifies or decides not to act upon the recommendations of the Coordinating Committee or decides to take new actions, he shall, before acting, consult with the Coordinating Committee when his decisions relate to Native and non-Native activities and the wildlife resources in the Territory except in the case of certain minor measures relating exclusively to non-Native activity and not affecting Native interests, and in particular such measures relating to zones, seasonal dates and bag limits.

24.4.38 The Coordinating Committee in its operation shall recognize and give due consideration to the following :

a) The exclusive trapping rights of the Crees and the Inuit in accordance with paragraphs 24.3.19 to 24.3.23 inclusive.

b) The exclusive right of the Native people to the species specified in paragraph 24.7.1.

c) The right to harvest in accordance with Sub Section 24.3.

d) The principle of conservation as defined in paragraph 24.1.5.

e) The principle that a minimum of control or regulations shall be applied to the Crees and the Inuit in accordance with paragraph 24.3.30.

f) The importance of the exchange of information between the parties.

g) The importance of establishing an outfitting network in the Territory adequate to accommodate the needs of non-Natives permitted to hunt and fish.

h) The importance of controls over the number of non-Natives permitted to hunt and fish in the Territory and over the places and time where and when they may hunt and fish.

i) The priority of harvesting by the Crees and the Inuit as defined in paragraphs 24.6.1 to 24.6.5 inclusive.

j) The difference in application of the Hunting, Fishing and Trapping Regime in Categories I, II and III.

k) The restrictions on non-Native hunting and fishing as specified in paragraphs 24.8.1 to 24.8.11 inclusive.

l) The economic implications of its decisions and actions upon the activity of the Native people and non-Natives related to the wildlife resources.

JBNQA, par 24.4.38
A. corr.
Compl. A. no. 1, sch. 4, s. 13

24.5 Powers of Native Authorities and Governments.

24.5.1 In Categories I and II, matters relating primarily to the protection of the wildlife resources rather than harvesting activity and hunting and fishing by non-Natives shall be solely the jurisdiction of the responsible Provincial or Federal Government. Such matters of sole jurisdiction shall include, inter alia, the establishment of general quotas for the Territory, the representation of the interests of the Territory at international and intergovernmental negotiations relating to wildlife management, the regulation and management of wildlife insofar as this concerns the health of wildlife populations, the determination and protection of species requiring complete protection as referred to in paragraph 24.3.2, and the regulation and conducting of research projects related to wildlife resources.

JBNQA, par 24.5.1
A. corr.

24.5.2 In Categories I and II, the responsible Provincial and Federal Governments shall exercise their powers with respect to matters referred to in paragraph 24.5.1 in the same manner as those powers are exercised with respect to Category III, namely they shall exercise those powers only upon the advice of or after consulting with the Coordinating Committee as the preferential and exclusive spokesman empowered to formulate procedures, recommendations, positions and views respecting these matters.

JBNQA, par 24.5.2
A. corr.

24.5.3 Notwithstanding the provisions of the preceding paragraphs 24.5.1 and 24.5.2, with respect to the matters referred to therein, in the case of the Crees, the Cree local government and/or regional authorities, and in the case of the Inuit, the local and/or regional government shall have the power to

pass by-laws affecting Categories I and II for Native people and for non-Natives permitted to hunt and fish thereon that are more restrictive than those regulations passed by the responsible Provincial or Federal Government.

24.5.4 Subject to the power of the responsible Provincial or Federal Government to make regulations respecting the conservation of wildlife resources, in Categories I and II the Cree local governments and, in the case of the Inuit, the regional government, within their respective areas of primary and common interest, may make regulations, which regulations in the case of their area of common interest in Category II shall be made jointly, with respect to all matters specifically referring primarily to harvesting activity and to hunting and fishing by non-Natives and not primarily referring to the management of the wildlife resource itself including :

a) The allocation of the general quotas established pursuant to this Section among individual Natives and non-Natives permitted to hunt and fish.

b) Personal and community use.

c) The control of facilities for sport hunting and sport fishing.

d) Commercial fishing facilities.

e) Research concerning Native harvesting.

f) Seasons for harvesting and non-Native hunting and fishing and bag and possession limits, provided regulations made with respect to such matters shall be more restrictive than those regulations passed by the responsible Provincial or Federal Government.

g) Harvesting methods subject to paragraph 24.3.12.

h) Permits and licences for the purposes of this paragraph.

JBNQA, par 24.5.4
A. corr.
Compl. A. no. 12, sch. 1, s. 6

24.5.5 All by-laws or regulations proposed pursuant to paragraphs 24.5.3 and 24.5.4 shall be submitted prior to adoption to the Coordinating Committee for its advice. All such by-laws or regulations shall come into effect on the date that a certified copy thereof is submitted to the responsible Provincial or Federal Minister who shall have the right within ninety (90) days from such receipt to disallow such by-laws or regulations.

24.6 Priority of Native Harvesting

24.6.1 The responsible governments and the Coordinating Committee shall apply the principle of priority of Native harvesting, as set forth in this Sub Section.

24.6.2 The principle of priority of Native harvesting shall mean that in conformity with the principle of conservation and where game populations permit, the Native people shall be guaranteed levels of harvesting equal to present levels of harvesting of all species in the Territory.

a) Such guaranteed levels shall be established by negotiations between the Native parties and the responsible Provincial or Federal Government through the Coordinating Committee (and the normal voting procedures shall not apply in such case) and shall be based principally upon the results for the "Research to Establish Present Levels of Native Harvesting" projects presently under way and to be continued during the four (4) years following the execution of the Agreement. The said parties shall establish such guaranteed levels within five (5) years of the execution of the Agreement.

b) Upon the execution of the Agreement, the said parties referred to in the above sub-paragraph shall forthwith establish by negotiations interim guaranteed levels of Native harvesting based principally upon the available results of the said research projects. Such interim guaranteed levels shall be reviewed periodically and may by agreement be revised.

c) The said interim guaranteed levels shall be without prejudice to the rights and obligations of the said parties in the establishment of the guaranteed levels of harvesting.

d) The establishment of the guaranteed levels referred to in sub-paragraphs a) and b) hereof shall be subject to the approval of the interested Native parties and the interested government parties.

e) Notwithstanding sub-paragraph d) hereof, the establishment of the guaranteed levels referred to in sub-paragraph a) hereof with respect to caribou shall be subject to the approval of the interested Cree, Inuit and Naskapi Native parties and Québec.

JBNQA, par. 24.6.2
Compl. A. no. 1, sch. 4, s. 14

24.6.3 In applying the principle of priority of Native harvesting, the responsible governments and the Coordinating Committee shall, in any given year, in allocating quotas for harvesting and non-Native hunting and fishing or in applying other game management techniques, assure that :

a) If game populations permit levels of harvesting equal to the guaranteed levels established pursuant to paragraph 24.6.2, the Native people shall have the right to harvest up to the said guaranteed levels.

b) In allocating wildlife resources for harvesting or non-Native hunting and fishing over and above the said guaranteed levels, the harvesting needs of the Native people and the needs of non-Natives for recreational hunting and fishing shall be taken into account.

c) Subject to sub-paragraphs a) and b) there shall always be some allocations of species for non-Native sport hunting and sport fishing.

d) If game populations do not permit levels of harvesting equal to the guaranteed level established pursuant to paragraph 24.6.2, the Native people shall be allocated the entire kill and may allocate a portion of this kill to non-Natives through recognized outfitting facilities.

e) The principle of priority of Native harvesting shall also be applied with respect to such species as may not reasonably be managed by means of quotas.

JBNQA, par 24.6.3
A. corr.

24.6.4 Subject to the principle of conservation and where populations of these species permit, the principle of priority of Native harvesting as provided for in this Sub Section shall apply to marine mammals.

24.6.5 Subject to the principle of conservation and where populations of these species permit, the principle of priority of Native harvesting shall be applied to migratory birds in a manner similar or equivalent to the procedures hereinafter set forth :

a) In conformity with the procedure provided in paragraph 24.6.2, the present levels of harvesting of migratory birds shall be established.

b) The present level of harvesting shall be combined with the present level of non-Native hunting of such birds in the Territory to establish the total present kill for the Territory.

c) Based upon the total kill figures for each migratory bird population and the total kill in the Territory for each migratory bird population, there shall be a determination of the percentage of the total kill from each population now being taken in the Territory.

d) This percentage figure shall constitute a guarantee so that in any given year the Territory would be guaranteed at least the same percentage of the total kill from each population as is presently hunted and harvested.

e) Within the Territory itself, the principle of priority for Native harvesting shall apply to the allocation of quotas or use of other management techniques in such a way as to ensure that the Native people are guaranteed a harvest based on present levels of harvesting of migratory birds.

f) In any given year when populations permit a kill for the Territory higher than the guaranteed allocation equal to present levels of harvesting, the Native people shall be allowed a harvest equal to the guarantee based on present levels of harvesting, and the remainder of the permissible kill for the Territory shall be divided in such a way as to ensure primarily the continuance of the traditional pursuits of the Native people and secondarily so that non-Native people may satisfy their needs for recreational hunting.

g) In any given year when the populations permit a kill for the Territory lower than the guaranteed allocation for the Native people equal to present levels of harvesting, the entire kill for the Territory shall be allocated to the Native people, who shall have the right in turn to allocate a portion of this kill to non-Native hunting through recognized outfitting facilities.

h) This guarantee shall not operate to endanger migratory bird populations.

i) This guarantee in itself shall not operate to prohibit or reduce hunting of migratory birds elsewhere in the flyway or in Canada.

JBNQA, par 24.6.5
A. corr.

24.7 Species reserved for the Crees, the Inuit and the Naskapis

24.7.1 In all areas where the Hunting, Fishing and Trapping Regime applies as set forth in this Section certain species of mammals, fish and birds shall be reserved for the exclusive use of the Crees, the Inuit

and the Naskapis. Such exclusive use shall include the right to conduct commercial fisheries related to the various species of fish so reserved. The species contemplated by this Sub-Section are listed in Schedule 2 of this Section.

JBNQA, par. 24.7.1
Compl. A. no. 1, sch. 4, s. 15

JBNQA, subs. 24.7
Compl. A. no. 1, sch. 4, s. 15

24.8 Non-Native Hunting and Fishing

24.8.1 Persons other than Crees, Inuit and Naskapis shall have the right to hunt and fish in Category III but such hunting and fishing shall be restricted to sport hunting, to sport fishing and commercial fishing in Category III, the whole subject to the provisions of this Section and of section 15 of the Northeastern Québec Agreement.

In addition, such persons may hunt for commercial purposes, keep in captivity wildlife and conduct husbandry activities where provided in this Section or in Section 15 of the Northeastern Québec Agreement.

JBNQA, par. 24.8.1
Compl. A. no. 1, sch. 4, s. 16
Compl. A. no. 12, sch. 1, s. 7

24.8.2 The Native people within their restrictive areas of primary interest shall have the exclusive right to hunt and fish within Categories I and II and, under reserve of the right specified in paragraph 24.8.4 of this Sub Section, non-Natives shall not have the right to hunt and fish therein save with the express authorization of and upon the terms and conditions established by the responsible Cree local government or, in the case of the Inuit, the interested Inuit community corporation with respect to Category I and the interested Inuit community corporation (s) and/or the interested Native party with respect to Category II, as the case may be. The exclusive rights provided for in this paragraph shall be strictly respected and enforced by the responsible governments in the Territory.

In the case of the Crees, the responsible Cree local government or regional authority and, in the case of the Inuit, the responsible Inuit community corporation or interested Native party may, in their respective areas of primary interest, permit persons of Cree or Inuit ancestry who are not eligible under the Agreement but who traditionally hunt, fish and trap in the Territory to exercise the right to harvest solely for personal purposes in Category I and II lands. Persons permitted to exercise the right to harvest pursuant to this paragraph shall in no event be counted for purposes of allocating quotas to the Native people.

JBNQA, par 24.8.2
A. corr.

24.8.3 Non-Natives authorized to hunt and fish pursuant to paragraph 24.8.2 shall be subject to all applicable provincial and federal laws and regulations and all applicable local and regional government by-laws and regulations.

24.8.4 Persons other than Crees, Inuit and Naskapis, who meet the residency requirements established for the purposes hereof by the local governments of Native communities, shall be permitted to sport hunt and sport fish within Categories I and II of the Native community in which they are resident. Such persons other than Crees, Inuit and Naskapis shall be subject to all applicable provincial and federal laws and regulations and all applicable local and regional government by-laws and regulations.

JBNQA, par 24.8.4
A. corr.
Compl. A. no. 1, sch. 4, s. 17

24.8.5 Notwithstanding the provisions of paragraph 24.8.4, in the case of unusual or large influxes of persons other than Crees, Inuit and Naskapis into a Native community for whatever reason, the local government thereof may determine whether and upon what terms and conditions such persons other than Crees, Inuit and Naskapis will be permitted to sport hunt and sport fish.

JBNQA, par 24.8.5
Compl. A. no. 1, sch. 4, s. 18

24.8.6 A control shall be exercised by the responsible governments and the Coordinating Committee over the number of persons other than the Crees, the Inuit and the Naskapis permitted to sport hunt and sport fish in Category III and over the places therein and times where they may sport hunt and sport fish with a view to giving effect to the principle of conservation and the rights and guarantees in favour of the Crees, the Inuit and the Naskapis established by the Hunting, Fishing and Trapping Regime.

JBNQA, par 24.8.6
Compl. A. no. 1, sch. 4, s. 19

24.8.7 The use of outfitting facilities shall be considered as a principal means of controlling non-Native hunting and fishing activity in that portion of the Territory above the 50th parallel of latitude.

24.8.8 Over and above other available means of controlling the number of persons other than the Crees, the Inuit and the Naskapis permitted to sport hunt and sport fish in the Territory and the places and times where and when they may sport hunt and sport fish and subject to paragraph 24.8.9, Québec shall endeavour, to the extent that outfitting facilities are available, to require such persons sport hunting and sport fishing to use such facilities. Such requirements shall provide, to the extent deemed feasible, that hunters and fishermen other than Crees, Inuit or Naskapis be accompanied by Cree, Inuit or Naskapi guides.

JBNQA, par 24.8.8
Compl. A. no. 1, sch. 4, s. 20

24.8.9 In the event that Québec establishes requirements pursuant to paragraph 24.8.8 with respect to that portion of the Territory above the 50th parallel of latitude, such requirements shall be imposed in the following order :

a) upon non-residents of the Province of Québec,

b) if further deemed necessary, upon non-residents of the said portion of the Territory,

c) if further deemed necessary, upon residents of the said portion of the Territory.

JBNQA, par 24.8.9
A. corr.
Compl. A. no. 1, sch. 4, s. 21

24.8.10 The Hunting, Fishing and Trapping Regime shall apply in full to all residents of that portion of the Territory above the 50th parallel of latitude. The Coordinating Committee shall take this into account when formulating and recommending measures applicable to non-Native residents of the said portion of the Territory. Such measures may include the creation of special fishing zones and big game zones within the said portion of the Territory with a view to minimizing conflicts between Native harvesting activity and non-Native hunting and fishing.

24.8.11 When the Coordinating Committee determines that the presence of temporary labor forces or a given temporary labor force involved in construction and related work in the Territory may affect the regime including the principle of conservation and the rights and guarantees in favour of the Native people established by and in accordance with this Section, Québec shall make regulations concerning the controls and rules to apply to the sport hunting and sport fishing activity of such temporary labor forces. The Coordinating Committee shall be involved in the establishment and review of such controls and rules and supervise the procedures concerning the implementation and enforcement thereof. Such controls and rules shall include inter alia the designation of specific locations in the Territory or specific facilities which shall be used by such labor forces for the purpose of sport hunting and sport fishing. The Coordinating Committee shall be entitled to receive all information necessary for the proper exercise of its functions pursuant to this paragraph and established by such regulations.

24.9 Outfitting Regime

24.9.1 The Native people shall have the exclusive right to establish and operate outfitting facilities within Categories I and II. Non-Natives may be permitted to establish and operate such facilities within Categories I and II with the express consent of the responsible Cree local government or the responsible Inuit authority, which, wherever used in this Sub Section, in respect of Category I shall be the interested Inuit corporation and in respect of Category II shall be the interested Inuit community corporation (s) and the interested Native party.

24.9.2 Non-Natives, including governments, presently operating as outfitters in Categories I or II may continue to operate at the discretion of the Native people, subject to the terms and conditions hereinafter set forth :

a) The interested Cree local government and the interested Inuit authority shall have the right to require such outfitters to cease operations in Categories I or II within two (2) years of a receipt of a written notice to this effect given by the said government or authority. Such notice shall not be given during an operating season.

b) Within two (2) years of the execution of the Agreement the interested Cree local government and the interested Inuit authority shall decide which of such outfitters shall be required to cease their operations in Categories I or II and which of such outfitters shall be permitted to continue their operations in Categories I or II and, in the latter case, upon what terms and conditions.

c) Such outfitters permitted to continue their operations in Categories I or II, as determined pursuant to sub-paragraph b) of this paragraph, shall have the right to continue to operate on the terms and conditions established for a period of not less than five (5) years nor more that nine (9) years from the date that such outfitters are notified of such a decision, and upon the termination of the said period such outfitters shall cease their operations in Categories I or II unless the interested Cree local government or the interested Inuit authority agrees to permit them to continue such operations for a further period.

d) The Coordinating Committee shall supervise the procedures for the relocation of such outfitters required to cease their operations in Categories I or II.

e) The Native people shall have the right to decide whether or not they wish to operate in place of an outfitter required to cease his operation in Categories I or II in accordance with the following :

i) If the Native people decide to operate in place of such an outfitter they shall not be required to operate outfitting services of the same nature or scale but shall be permitted to enlarge, diminish or modify such services as they deem appropriate.

ii) If the Native people wish to use all or part of the facilities of such an outfitter they shall purchase such outfitting assets belonging to him as they may wish. In the event that all such assets are not purchased by the Native people, such outfitter may remove his remaining assets and shall be compensated forthwith by Québec, and not by the Native people, in accordance with the rights, if any, contained in the permits, leases or agreements in virtue of which such outfitter operated. All such assets not purchased by the Native people and not removed by the outfitter within a period of two (2) years shall thereafter be considered abandoned by such outfitter to Québec.

iii) In the event that the Native people decide to require government owned or operated outfitting facilities to cease operations, such facilities shall be transferred gratuitously by the government to the interested Cree band or interested Inuit authority, provided no transfers may be made by the government to individuals.

f) Notwithstanding the right of first refusal of the Native people for outfitting facilities set forth in paragraph 24.9.3, outfitters required to cease operations in Categories I or II pursuant to paragraph 24.9.2 and who wish to relocate in Category III, shall have the preferential right to select sites and facilities subject to the approval of the Coordinating Committee. Such preferential rights shall not be accorded to a government owning or operating an outfitting facility.

g) Outfitters required to cease operations in Categories I or II after having been allowed to operate by the Native people pursuant to paragraph 24.9.2 shall be compensated by Québec to the extent of their rights, if any, contained in the permits, leases or agreements in virtue of which they operated but such compensation shall be limited to the value of the outfitting facilities in existence at the time of the execution of the Agreement.

24.9.3 Within their respective areas of primary and common interest for the Hunting, Fishing and Trapping Regime, the Crees, the Inuit and the Naskapis shall have a right of first refusal to operate as outfitters in Category III until November 10, 2029. The rights of the Crees, the Inuit and the Naskapis

to harvest outside of their respective areas of primary and common interest shall not affect the application of the right of first refusal.

JBNQA, par 24.9.3
A. corr.
Compl. A. no. 1, sch. 4, s. 22
Compl. A. no. 10, sch. I, s. 1
Compl. A. no. 26, s. 1
Compl. A. no. 28, s. 1
Compl. A. no. 30, s. 3

24.9.4 Prior to the expiry of the period ending on November 10, 2029 stipulated in paragraph 24.9.3, Québec, the Crees, the Inuit and the Naskapis shall negotiate on the basis of past experience and actual and future need, whether the said right of first refusal shall be renewed. The Coordinating Committee shall be consulted and may make recommendations to the responsible Minister with respect thereto.

JBNQA, par 24.9.4
Compl. A. no. 1, sch. 4, s. 23
Compl. A. no. 10, sch. I, s. 2
Compl. A. no. 12, sch. 1, s. 8
Compl. A. no. 26, s. 2
Compl. A. no. 28, s. 2
Compl. A. no. 30, s. 4

24.9.4A Notwithstanding the provisions in the Agreement respecting outfitting in Category III, the Crees shall have the exclusive right of outfitting as well as the exclusive right to own outfitting facilities and operate as outfitters for the hunting of migratory birds at Cape Jones in an area bounded to the North by the parallel of latitude 54°43', to the East by the meridian 79°30', to the South by the parallel of latitude 54°34', an to the West by the coast of James Bay and Hudson Bay.

JBNQA, par 24.9.4A
Compl. A. no. 1, sch. 4, s. 24

24.9.5 The outfitters operating in Category III at the time of the execution of the Agreement shall have the right to continue their operations subject to the regime for outfitters established by this Sub Section. Nevertheless, the rights of such outfitters may be revoked or terminated by the responsible Minister as a result of a breach by such outfitters of their obligations or responsibilities under the said regime or under applicable laws or regulations or for any other reason which the said Minister upon the recommendation of the Coordinating Committee may decide renders such outfitters unsuitable to continue to operate.

24.9.6 Notwithstanding paragraph 24.9.3, the Crees, the Inuit and the Naskapis shall not exercise their right of first refusal referred to in the said paragraph with respect to at least three (3) outfitting applications in Category III from persons other than Crees, Inuit or Naskapis out of every ten (10) applications respecting such outfitting operations from any person.

The Cree, Inuit and Naskapi parties may decide in respect of which applications to establish and operate outfitting operations in Category III they shall exercise or shall not exercise the right of first refusal

provided they do not exercise the said right of first refusal with respect to at least three (3) applications from persons other than Crees, Inuit or Naskapis out of every ten (10) applications from any person.

The Coordinating Committee shall oversee the implementation of the terms of this paragraph and shall, from time to time, inform the parties as to the requirements for such implementation.

JBNQA, par 24.9.6
Compl. A. no. 1, sch. 4, s. 25
Compl. A. no. 10, sch. I, s. 3

24.9.7 The procedure for the issuance of permits, leases and other authorizations for outfitting operations and the exercise of the right of first refusal of the Crees, the Inuit and the Naskapis to operate as outfitters in Category III shall be as follows :

a) All applications for permits, leases or other authorizations respecting outfitting operations, including renewals thereof, and the applications referred to in sub-paragraph j) shall be submitted to the responsible Provincial Minister who shall forthwith forward a copy thereof to the Coordinating Committee. Every application for the issue or the renewal of a permit shall indicate, as the case may be, the names of the partners and their respective interests in the partnership or the names of the shareholders owning full voting shares, the number of shares held by each shareholder and the number of votes attached to each share.

b) The Coordinating Committee shall review all such applications taking into consideration the circumstances existing at the time, projected plans for outfitting operations and in the case of applications for transfers the bona fide nature of the terms and conditions of such transfer and on the basis of the said review shall recommend to the responsible Provincial Minister the acceptance or refusal of such application.

c) Save for reasons of conservation, the responsible Minister of Québec shall not unreasonably refuse the recommendation of the Coordinating Committee when approved by the Cree local government concerned or the responsible Inuit authority or the Naskapi Native party with respect to an application for an outfitting operation in respectively Categories I or II of the Crees or the Inuit or Category I-N lands or Category II-N lands.

d) When the responsible Minister of Québec agrees with the recommendation of the Coordinating Committee to accept an application he shall so inform the Coordinating Committee which shall forthwith transmit written notice of such application including all relevant information to the interested Cree, Inuit or Naskapi Native party. No such notice shall be given when such application is for a revewal of a permit, lease or other authorization.

e) The interested Native party referred to in sub-paragraph d) shall within four (4) months from receipt of the notice specified in the said sub paragraph reply in writing to the Coordinating Committee indicating whether or not it or the person or persons designated by it intend to operate the outfitting operation referred to in said application.

f) If the interested Cree, Inuit or Naskapi Native party referred to in sub-paragraph d) fails to reply to the Coordinating Committee within the delay stipulated in sub-paragraph e) or indicates that it does not intend to operate the outfitting operation referred to in the said application the right of

first refusal of the Crees, the Inuit or the Naskapis shall lapse with respect to the said application. The Coordinating Committee shall forthwith inform the responsible Minister of Québec who may issue the permit, lease or other authorization requested by the said application.

g) If within the delay stipulated in sub paragraph e) the interested Native party indicates that it or the person or persons designated by it intend to operate the outfitting operation referred to in the said application, the Coordinating Committee shall forthwith so inform the responsible Minister who shall issue a permit, lease or other authorization to the interested Native party or to the person or persons designated by it unless for just cause stipulated in applicable laws or regulations.

h) Notwithstanding anything contained in this Sub-Section, no permit, lease or other authorization respecting outfitting operations in Categories I or II of the Crees or the Inuit or in Category I-N lands or Category II-N lands shall be issued or granted without the consent of the interested Cree local government or the interested Inuit authority or the Naskapi Native party.

i) The party receiving a permit, lease or other authorization to establish such an outfitting operation shall proceed diligently, failing which the Coordinating Committee may recommend appropriate action to the responsible Minister.

j) In the event of a proposed transfer of an outfitting operation, the holder of the outfitter's permit shall submit an application to the responsible Provincial Minister. Such application shall contain all relevant information relating to the terms and conditions of the proposed transfer.

jj) The Native party that exercises the right of first refusal at the time of an application for the transfer of an outfitting operation replaces the intended transferee from the date on which the Native party informs the Coordinating Committee in conformity with sub-paragraph e). From that date, the Native party shall have the same rights and the same obligations as the intended transferee had at the time of the offer to transfer, with such changes as are necessary with respect to the delays stipulated therein.

k) The Coordinating Committee may on its own initiative recommend sites for the establishment of specific outfitting operations.

l) The responsible Provincial Minister may establish such administrative procedures as may be necessary to give full effect to the provisions of this paragraph.

JBNQA, par 24.9.7
A. corr.
Compl. A. no. 1, sch. 4, s. 26
Compl. A. no. 10, sch. I, ss. 4, 5 and 6

24.9.8 The right of first refusal shall apply and be exercisable only in respect of the assets of the outfitting operation in the case of

a) a transfer in which the assets to be transferred include assets relating to activities other than those of the outfitting operation;

b) a transfer of interests in a partnership or of shares of a corporation in which the assets include assets relating to activities other than those of the outfitting operation.

If the interested Native party exercises its right of first refusal, the owner shall transfer the assets of the outfitting operation to the interested Native party.

Compl. A. no. 10, sch. I, s. 7

24.9.9 In the case of a transfer of part of the interests in a partnership or part of the shares of a corporation, the right of first refusal of the interested Native party shall apply and be exercisable in respect of the interests of all the partners or the shares of all the shareholders.

If the interested Native party exercises its right of first refusal, all the partners or shareholders shall transfer their interests or shares to the interested Native party.

Compl. A. no. 10, sch. I, s. 7

24.9.10 For the purposes of the right of first refusal, in the case of a transfer of the assets of an outfitting operation made at the time of a judicial sale or a sale by a trustee in bankruptcy, a liquidator or a sequestrator, the acquirer shall, within sixty (60) days after the sale, submit an application for a transfer of permit to the responsible Provincial Minister, in accordance with paragraph 24.9.7.

If the interested Native party exercises its right of first refusal, the acquirer shall transfer the assets of the outfitting operation to the interested Native party for an amount equal to the sale price and costs plus ten per cent.

Compl. A. no. 10, sch. I, s. 7

24.9.11 For the purposes of the right of first refusal, in the case of a transfer of the assets of an outfitting operation to a creditor realizing on security for the repayment of a debt, the creditor shall, within sixty (60) days after the assets are transferred, submit an application for a transfer of permit to the responsible Provincial Minister, in accordance with paragraph 24.9.7.

If the interested Native party exercises its right of first refusal, the creditor shall transfer the assets of the outfitting operation to the interested Native party.

Compl. A. no. 10, sch. I, s. 7

24.9.12 In the cases referred to in paragraphs 24.9.8 to 24.9.11, the interested Cree, Inuit or Naskapi Native party and any person subject to the right of first refusal of the Native people shall determine the value of the assets of the outfitting operation or the value of the interests of the partners or shares of the shareholders in respect of which the right of first refusal of the Native people may be exercised.

The said value shall be determined by agreement between the interested parties or, if there is no agreement, by an evaluator appointed in accordance with paragraph 24.9.14.

The period of four (4) months referred to in sub-paragraph e) of paragraph 24.9.7 to inform the Coordinating Committee that a Native party intends to operate the outfitting operation referred to in the application for transfer shall be computed from the date on which the value of the assets of the outfitting operation or the value of the interests of the partners or shares of the shareholders that are subject to the right of first refusal is determined.

Compl. A. no. 10, sch. I, s. 7

24.9.13 Except where there is agreement as to the terms and conditions of the sale, the interested Native party shall pay, in cash, the sale price of assets sold under paragraphs 24.9.10 and 24.9.11 or the sale price of any part of the partnership interests or shares of the corporation that was not included in the transfer application but must be transferred pursuant to paragraph 24.9.9.

The payment shall be made within thirty (30) days of the date on which the interested Cree, Inuit or Naskapi Native party informs the Coordinating Committee in accordance with sub-paragraph e) of paragraph 24.9.7.

Compl. A. no. 10, sch. I, s. 7

24.9.14 Upon a request therefor, the responsible Provincial Minister shall appoint an evaluator acceptable to the parties or, if there is no agreement between the parties, an evaluator of his own choice

a) in the event of disagreement between the parties as to the proportional value of the assets of the outfitting operation in the cases referred to in paragraph 24.9.8;

b) in the event of disagreement between partners, shareholders or the interested Native party as to the value of any part of the interests or shares that was not included in the transfer application but must be transferred in the case referred to in paragraph 24.9.9;

c) in the event of disagreement between the parties as to the proportional value of the assets of the outfitting operation where the sale included assets other than those of the outfitting operation in the case referred to in paragraph 24.9.10;

d) in the event of disagreement between the parties as to the value of the assets of the outfitting operation in the case referred to in paragraph 24.9.11.

The decision of the evaluator shall be binding upon the parties and without appeal; the evaluation costs shall be borne equally by the parties.

Compl. A. no. 10, sch. I, s. 7

24.9.15 If the responsible Provincial Minister believes that a transfer of an outfitting operation has been made otherwise than in accordance with the procedure set out in this Sub-Section or as a result of false declarations, the Minister shall notify the permit holder who shall, on receiving the notice, inform the partners or shareholders, if any.

The notice of the Minister shall require the permit holder and the partners or shareholders, if any, to comply with the provisions of this Sub-Section within the period prescribed in the notice.

Compl. A. no. 10, sch. I, s. 7

24.9.16 If the permit holder or a partner or shareholder fails to comply with the notice of the Minister within the specified period, the Minister may, after giving the permit holder an opportunity to be heard, cancel the permit.

Compl. A. no. 10, sch. I, s. 7

24.9.17 The permit holder may appeal from the decision to the Court of Québec. An appeal shall suspend the execution of the decision, unless the court orders provisional execution.

Compl. A. no. 10, sch. I, s. 7

24.9.18

a) Where an outfitter's permit is cancelled and a new permit is issued to a third party for the site covered by the cancelled permit, the third party must acquire the buildings, facilities and equipment situated thereon and used for the activities of the outfitting operation, and the party whose permit is cancelled must sell such buildings, facilities and equipment.

b) If there is no agreement between the parties as to the value of the property, the Minister shall appoint an evaluator acceptable to the parties or, if there is no agreement between the parties, an evaluator of his own choice. The decision of the evaluator shall be binding upon the parties and without appeal; the evaluation costs shall be paid equally by the parties.

Compl. A. no. 10, sch. I, s. 7

24.9.19 For the purposes of Sub-Section 24.9,

a) any direct or indirect transfer of the ownership of an outfitting operation including, in the case of a partnership or corporation that owns an outfitting operation, a change in the effective control of the partnership or corporation, shall constitute a transfer subject to the right of first refusal of the Native people;

b) changes in effective control include but are not limited to:

i) a change of the partner or shareholder holding a majority of the partnership interests or of the issued full voting shares;

ii) if no partner or shareholder holds a majority of the partnership interests or of the issued full voting shares,

1) a transaction whereby one of the partners or shareholders acquires a majority interest;

2) a transaction or the last in a series of transactions, within a period of four (4) years or less, that changes the ownership of a majority of the partnership interests or of the issued full voting shares of the corporation, except where there are no partners or shareholders other than the partners or shareholders who owned such interests or shares at the beginning of the said period;

c) any agreement for the lease or management of the outfitting operation or any other agreement to the same effect for a term of more than four (4) years shall also constitute a transfer subject to the right of first refusal of the Native people; in calculating the term of the agreement, the term of its renewal shall be taken into account if the lessee or the manager has the right to oblige the other party to renew the agreement.

Compl. A. no. 10, sch. I, s. 7

24.9.20 Notwithstanding paragraph 24.9.19, the following transfers are not subject to the right of first refusal of the Native people:

a) a transfer by succession;

b) a transfer in favour of the spouse, or an ascendant, a descendant or a collateral relation to the second degree of the holder of an outfitter's permit or, in the case of a partnership or a corporation holding such a permit, in favour of such a relative of a partner or shareholder;

c) a transfer in favour of a creditor for the sole purpose of securing the repayment of a debt;

d) a transfer where the transferor of an outfitting operation is a natural person and the transferee is a partnership or a corporation, if all the partnership interests or all the issued full voting shares of the capital stock become the property of the transferor immediately after the transfer;

e) a transfer where the transferor of an outfitting operation is a corporation or a partnership and the transferee is a natural person, if the person is, immediately before the transfer, the owner of all the partnership interests or all the issued full voting shares of the capital stock of the transferor;

f) a transfer where the transferee of an outfitting operation is a new partnership made up of two or more partnerships or a new corporation resulting from the amalgamation of two or more corporations, if all the partnership interests or all the issued full voting shares of the capital stock of the transferee are owned by persons who owned all the partnership interests or all the issued full voting shares of the former partnerships or the amalgamated corporations;

g) a transfer where the transferee of an outfitting operation is the parent corporation of the transferor, a subsidiary of the transferor or a subsidiary of a corporation that is a subsidiary of the transferor

h) a transfer where the transferor of an outfitting operation is a subsidiary of a corporation that is a subsidiary of the transferee;

i) a transfer where both the transferor and the transferee of an outfitting operation are subsidiaries of the same parent corporation or subsidiaries of one or more corporations that is or are, as the case may be, a subsidiary or subsidiaries of the same parent corporation;

j) a transfer where the transferor and the transferee of an outfitting operation are non-profit entities if, at the time of the transfer, all the members of one entity are members of the other entity.

For the purposes of sub-paragraphs g), h) and i), a corporation is a subsidiary, at a particular time, of another corporation, called the "parent corporation", where all the issued full voting shares of its capital stock are owned by the parent corporation.

Compl. A. no. 10, sch. I, s. 7

24.10 Enforcement of Regime

24.10.1 A predominant number of the persons charged with enforcing the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall be Native people.

24.10.2 To give effect to and provide adequate enforcement of the Hunting, Fishing and Trapping Regime established by and in accordance with this Section, Québec and Canada shall provide for the training of a sufficient number of Native people as conservation officers. To give effect to the foregoing

Québec and Canada shall modify, when necessary, the criteria required for acceptance as a trainee and establish and fund special facilities, courses and training programs.

24.10.3 Native people duly qualified as conservation officers shall be empowered by Québec or Canada, as the case may be, to act as Provincial conservation officers, game officers under the Migratory Birds Convention Act, fisheries officers under the Fisheries Act and such other similar enforcement officers which may from time to time be provided for under applicable laws.

24.10.4 Cree tallymen, in the area of Cree primary interest, and special police constables referred to in Section 19 may be appointed auxiliary conservation officers pursuant to section 6 of the Wildlife Conservation Act (L.Q. 1969, c. 58 as amended).

24.11 Environmental Protection

24.11.1 The rights and guarantees of the Native people established by and in accordance with this Section shall be guaranteed, protected and given effect to with respect to environmental an social protection by and in accordance with Section 22 and Section 23.

JBNQA, par 24.11.1
A. corr.

24.12 Definitions of Territory

24.12.1 In this Section the word “Territory” comprises the entire area of land contemplated by the 1912 Quebec Boundary Extension Act and the 1898 Act respecting the Northwestern, Northern and Northeastern Boundaries of the Province of Québec except for the areas specified and in accordance with the conditions set forth in this Sub Section.

24.12.2 For the purpose of this Section, the Territory shall be divided into three (3) areas : a) the “southern area” b) the “buffer area” and c) the “northern area” as shown on a map attached hereto as Schedule 3.

a) The “southern area” shall be that portion of the Territory between the southern boundary of the Territory and a line commencing at the Ontario border, following the first set of township lines south of the 50th parallel of latitude being the southern boundary lines of the townships of Massicotte, LaPeltrie, Lanoullier, Gaudet, Fenelon, Subercase, Grasset and La Pérousse east to the Bell river system around the southern shore of Lake Matagami then southeast following the western bank of the Bell river (but following the northeast bank of Ile Canica) to the first set of township lines north of the 49th parallel of latitude being the northern boundaries of the townships of Quevillon, Verneuil, Wilson, Ralleau, Effiat, Carpiquet, Urban, Belmont, L’Espenay, Bressani, Chambalon, Beaucours, Feuquieres to the eastern boundary of the Territory.

b) The “buffer area” shall be that portion of the Territory between the line described in sub paragraph a) of this paragraph 24.12.2 and the 50th parallel of latitude.

c) The “northern area” shall be that portion of the Territory lying to the north of the 50th parallel of latitude.

24.12.3 The Hunting, Fishing and Trapping Regime shall apply in the three areas described in paragraph 24.12.2 as follows :

a) In the southern area, laws and regulations of general application relating to hunting, fishing and trapping shall apply and the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall not apply, save in the following cases :

i) The Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply in Categories I and II situated in this area.

ii) The exclusive trapping rights of the Native people referred to in paragraph 24.3.19 shall apply in this area on the Cree traplines.

iii) Only Cree tallymen, their families and Native people authorized by them shall have the right to harvest on Cree traplines located in this area.

iv) The exclusive right to hunt for commercial purposes shall apply on Cree traplines as provided by the terms of Sub-Section 24.3A), but only for those persons contemplated by sub-subparagraph iii).

b) In the buffer area the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply save that :

i) Any requirement established pursuant to this Section respecting the use of outfitting facilities shall not apply to non-Native residents of Québec.

ii) All or part of this area may be zoned for moose hunting for the purposes of managing this resource, minimizing conflict between harvesting by the Native people and sport hunting by non-Natives and protecting the rights of the Native people and non-Natives established by and in accordance with this Section.

iii) In this area, non-Natives shall be permitted to sport fish all species of fish, notwithstanding the provisions of paragraph 24.7.1.

iv) Subject to the provisions of paragraph 24.4.30 non-Natives shall be permitted in this area to sport hunt black bear notwithstanding the provisions of paragraph 24.7.1.

v) As provided in paragraph 24.3.23, in this area the exclusive right of the Native people to trap shall not exclude the snaring of hare by non-Natives in and around non-Native settlements.

vi) As provided at paragraph 24.3A.2, in this area the exclusive right of the Native people in respect of keeping in captivity and husbandry of wildlife shall not exclude the right of non-Natives of keeping in captivity and husbandry of wildlife in and around non-Native settlements.

c) In the northern area the Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply.

JBNQA, par 24.12.3
Compl. A. no. 12, sch. 1, s. 9

24.13 Areas of primary and common interest

24.13.1 For the purposes of this Section, the respective areas in the Territory of primary and common interest of the Crees, the Inuit and the Naskapis shall be as set forth in this Sub-Section.

JBNQA, par. 24.13.1
Compl. A. no. 1, sch. 4, s. 27

24.13.2 The Cree area of primary interest shall be :

a) that portion of the Territory south of the 55th parallel of latitude with the exception of the Category I lands allocated to the Inuit of Fort George and with the exception of the part of the Naskapi Sector situated south of the 55th parallel; and

b) the area of the Mistassini traplines located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1; and

c) the Category I lands north of the 55th parallel of latitude allocated to the Crees of Great Whale River.

JBNQA, par. 24.13.2
Compl. A. no. 1, sch. 4, s. 27
Compl. A. no. 3, ss. 18, 22 and 23

24.13.3 The Inuit area of primary interest shall be :

a) that portion of the Territory lying to the north of the 55th parallel of latitude with the exception of those areas north of the 55th parallel of latitude referred to in sub-paragraphs 24.13.2 b) and 24.13.2 c) and in paragraphs 24.13.3A, 24.13.4 and 24.13.4A;

b) the Category I lands allocated to the Inuit of Fort George.

JBNQA, par. 24.13.3
Compl. A. no. 1, sch. 4, s. 27

24.13.3A The Naskapi area of primary interest shall be that part of the Naskapi Sector as shown on a map annexed hereto as Schedule 4.

Compl. A. no. 1, sch. 4, s. 27

24.13.4 The area of common interest for the Crees and the Inuit shall be the Category II lands north of the 55th parallel of latitude allocated to the Crees of Great Whale River and the area of the traplines allocated to the Crees of Great Whale River located north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 1.

JBNQA, par. 24.13.4
Compl. A. no. 1, sch. 4, s. 27
Compl. A. no. 3, ss. 19, 22 and 24

24.13.4A The area of common interest for the Inuit and the Naskapis shall be that part of the Naskapi Sector situated north of the 55th parallel of latitude as shown on a map annexed hereto as Schedule 4.

Compl. A. no. 1, sch. 4, s. 27

24.13.5

a) The Inuit and the Crees shall have the rights provided for in this Section throughout their respective areas of primary and common interest.

b) In addition, the Inuit shall have such rights throughout the area of common interest for the Inuit and the Naskapis.

c) However, as hereinafter provided, when the Inuit and the Naskapis exercise the right to harvest caribou outside of their respective areas of primary and common interest, they shall be obliged to respect not only the provisions in virtue of which they are permitted to do so but also to respect all other restrictions and conditions of the Hunting, Fishing and Trapping Regime related to the right to harvest which are in force in the area where the harvesting of caribou is taking place.

JBNQA, par. 24.13.5
Compl. A. no. 1, sch. 4, s. 27

24.13.6 Within the Inuit area of primary interest, the Crees shall have the following rights:

a) the James Bay Crees of Whapmagoostui (Great Whale River) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area north of the 55th parallel of latitude used by the James Bay Crees of Great Whale as of November 11, 1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

b) the James Bay Crees of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area north of the 55th parallel of latitude used by the Crees of Fort George as of November 11, 1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

c) The James Bay Crees of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the Category I lands allocated to the Inuit of Chisasibi (Fort George). The right to harvest shall include the exclusive right to trap beaver under the control of the responsible Cree tallyman who may authorize members of the Inuit community of Chisasibi to trap beaver in these lands.

JBNQA, par. 24.13.6
Compl. A. no. 1, sch. 4, s. 27
Compl. A. no. 3, ss. 20, 22 and 25
Compl. A. no. 12, sch. 1, s. 10

24.13.7 Within the Cree area of primary interest, the Inuit shall have the following rights:

a) the Inuit of Kuujjuarapik (Great Whale River) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area south of the 55th parallel of latitude used by the Inuit of Great Whale River as of November 11, 1975 for harvesting purposes, as determined by mutual agreement between the Cree and Inuit Native parties;

b) the Inuit of Chisasibi (Fort George) shall have the right to harvest and to hunt for commercial purposes and the right of keeping in captivity and husbandry of wildlife in the area south of the 55th parallel of latitude in the zones shown on the map attached as Schedule 2 to Annexe 1 to Section 4. The right to harvest shall not include the right to trap beaver except with the authorization of the responsible Cree tallyman. The Inuit of Chisasibi shall also have the same right as the Crees to own and operate outfitting facilities in that part of the said zones situated within the Category I and II lands of the Crees of Chisasibi.

JBNQA, par. 24.13.7
Compl. A. no. 1, sch. 4, s. 27
Compl. A. no. 3, ss. 21, 22 and 26
Compl. A. no. 12, sch. 1, s. 11

24.13.7A Notwithstanding the use of the term "Native people" in the definition of "harvesting" in paragraph 24.1.13, within the part of the Cree area of primary interest indicated in Schedule 5 of this Section, the following provisions shall apply :

a) the Naskapis have the right to harvest caribou without being subject to the control of the Cree tallymen. Nevertheless, this right to harvest caribou is subject to the following provisions : in establishing the kill for Naskapis and when applying other game management techniques, the Coordinating Committee and the responsible Minister of Québec shall take into consideration the availability of resources elsewhere in the Territory and shall apply the principle of the priority of Cree harvesting in this part of the said area in conformity with Sub-Section 24.6. The number of caribou that the Naskapis may be permitted to harvest in virtue of this sub-paragraph shall be included in the total kill of caribou allocated to the Naskapis;

b) a Naskapi harvesting caribou has the right to harvest fur-bearing animals but this harvesting is limited to the purposes hereinafter described and is subject to the following restrictions :

i) this right to harvest may be exercised only while he is harvesting caribou;

ii) this right to harvest applies only in favour of the said Naskapi within this area for the purpose of harvesting caribou and only for purposes of food in case of need;

iii) this right to harvest shall in no event be the object of a quota;

iv) in the event of the harvesting of beaver, as provided in sub-paragraphs 24.13.7A b) i), ii) and iii), the Naskapis must, as soon as possible, transmit the skins to the interested Cree tallyman or, if this cannot be done, transmit the skins to the Cree local authority for the community of which the tallyman is a member;

c) a Naskapi harvesting caribou does not have the right to trap black bear but has the right to hunt black bear and moose but this right is limited to the purposes and subject to the restrictions set forth in sub-paragraph 24.13.7A b) i), ii) and iii);

d) a Naskapi harvesting caribou has the right to harvest fish and birds but this right is limited to the purposes and subject to the restrictions set forth in sub-paragraphs 24.13.7A b), i), ii) and iii). Such right does not include the right to establish commercial fisheries;

e) any fur-bearing animals, fish and birds harvested in virtue of the present paragraph 24.13.7A by a Naskapi harvesting caribou in the said part of the Cree area of primary interest shall be taken into account in computing the total kill for such species by the Naskapis;

f) the rights of the Naskapis resulting from sub-paragraphs b) and c) of the present paragraph shall in no case be interpreted as conferring upon the Naskapis a right to vote in virtue of sub-paragraphs 24.4.4 h) and 24.4.4 j);

g) the present paragraph 24.13.7A is without prejudice to the rights of the Crees in virtue of paragraph 24.3.25.

Compl. A. no. 1, sch. 4, s. 27

24.13.7B

a) That part of the Territory delimited on the map annexed as Schedule 6 to this Section situated east of the 70th meridian of longitude, south of the 58th parallel of latitude and north of the 55th parallel of latitude, except for the Inuit Category I and Inuit Category II lands, that part of the Cree area of primary interest north of the 55th parallel of latitude and east of the 70th meridian of longitude, Category IB-N lands, Category II-N lands and the area of common interest for the Inuit and the Naskapis, shall constitute a Caribou-Zone for the harvesting of caribou, in accordance with the provisions of the Hunting, Fishing and Trapping Regime, by both the Inuit and the Naskapis.

b) Nevertheless, save only in the case where they incidentally harvest caribou while travelling between an Inuit community and Schefferville, the Inuit shall exercise the right to harvest caribou in that part of the said Caribou-Zone situated south of the 56°15' parallel of latitude only when they are unable to attain the quota (s) of caribou allocated to them from among the species in the whole of the Territory because of a scarcity of said species within the area comprising the Inuit area of primary interest, the area of common interest for the Inuit and the Crees, the area of common interest for the Inuit and the Naskapis and that part of the Caribou-Zone north of the 56°15' parallel of latitude. Furthermore, the exercise of the said right to harvest caribou in that part of the Caribou-Zone situated south of the 56°15' parallel of latitude shall be subject to the approval of a majority of the representatives of the Coordinating Committee having a vote, which majority must include the Québec and the Inuit representatives. Any such approval of the Coordinating Committee shall specify the period during which the Inuit may harvest caribou in the said part of the Caribou-Zone and shall bind the responsible Minister.

Compl. A. no. 1, sch. 4, s. 27

24.13.7C Notwithstanding the use of the term “Native people” in the definition of “harvesting” in paragraph 24.1.13, in that part of the Caribou-Zone referred to in sub-paragraph 24.13.7B a) which is within the Inuit area of primary interest :

a) the Naskapis have the right to harvest caribou;

b) a Naskapi harvesting caribou has the right to harvest fur-bearing animals, fish and birds but only while harvesting caribou and only for purposes of sustenance in case of need, provided that the said harvesting of fur-bearing animals, fish and birds is ancillary to and is conducted in conjunction with

the harvesting of caribou, and provided also that any fur-bearing animals, fish and birds harvested by the Naskapis in said part of the Inuit area of primary interest form part of the respective Naskapi quotas or other allocations for such species pursuant to the terms and conditions of this Section. The right to harvest granted in this sub-paragraph to the Naskapis shall in no case be interpreted as conferring upon the Naskapis a right to vote in virtue of sub-paragraphs 24.4.4 i) and 24.4.4 j).

Compl. A. no. 1, sch. 4, s. 27

24.13.7D In that part of the Caribou-Zone referred to in sub-paragraph 24.13.7B a) which is within the Naskapi area of primary interest, subject to sub-paragraph 24.13.7B b) :

a) the Inuit have the right to harvest caribou,

b) an Inuk harvesting caribou has the right to harvest fur-bearing animals, fish and birds but only while harvesting caribou and only for purposes of sustenance in case of need, provided that the said harvesting of fur-bearing animals, fish and birds is ancillary to and is conducted in conjunction with the harvesting of caribou, and provided also that any fur-bearing animals, fish and birds harvested by the Inuit in said part of the Naskapi area of primary interest form part of the respective Inuit quotas or other allocations for such species pursuant to the terms and conditions of this Section. The right to harvest granted in this sub-paragraph to the Inuit shall in no case be interpreted as conferring upon the Inuit a right to vote in virtue of sub-paragraphs 24.4.4 i) and 24.4.4 j).

Compl. A. no. 1, sch. 4, s. 27

24.13.8 For the purposes of the voting procedure of the Coordinating Committee established by sub-paragraphs 24.4.4 g), h), i) and j), matters shall be deemed of common interest to the Crees, the Inuit and the Naskapis, or to two of them, when they involve :

a) the areas of common interest as set forth in the foregoing paragraphs;

b) discussion or consideration by the Coordinating Committee of a matter relating to a specific area within the area of primary interest of the Crees, the Inuit or the Naskapis but which, at the same time, involves a wildlife resource harvested by two or all of such groups or involves a matter related to such wildlife resource and any decision or recommendation by the Coordinating Committee in connection therewith which would affect the rights conferred by the Hunting, Fishing and Trapping Regime in favour of another of such groups;

c) matters of general interest pertaining to the entire Territory.

JBNQA, par. 24.13.8
Compl. A. no. 1, sch. 4, s. 27

24.13.9

a) The Cree and Inuit Native parties may from time to time by mutual agreement modify the provisions of paragraphs 24.13.2, 24.13.3, 24.13.4, 24.13.5 a), 24.13.6 and 24.13.7. Any such modification shall not affect the Naskapi Sector and shall not prejudice the exercise by the Naskapis of their rights outside of the said Sector.

b) Any modification in virtue of the preceding sub-paragraph must be for reasons related to the actual or anticipated distribution and population size of wildlife species or to the use of wildlife resources by Natives or non-Natives or access to or the availability of wildlife resources for Natives or non-Natives.

c) Prior to effecting a modification in virtue of sub-paragraph a) the Cree and Inuit Native parties shall consult with the Coordinating Committee.

JBNQA, par. 24.13.9
Compl. A. no. 1, sch. 4, s. 27

JBNQA, subs. 24.13
Compl. A. no. 1, sch. 4, s. 27

24.14 Migratory Birds and Marine Mammals.

24.14.1 The Hunting, Fishing and Trapping Regime established by and in accordance with this Section shall apply to migratory birds and marine mammals.

24.14.2 Within its responsibility for the management of migratory bird populations, Canada shall forthwith upon the execution of the Agreement endeavor to obtain a modification or amendment to the Migratory Birds Convention and/or to the application of the said Convention in and to the Territory or to the Native people in the Territory to eliminate to the extent possible all conflicts with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section and in particular, subject to the principle of conservation, to eliminate to the extent possible any conflict with the right of the Native people to harvest at all times of the year all species of wild fauna except species requiring complete protection from time to time within the Territory to ensure the continued existence of such species or a population thereof.

JBNQA, par 24.14.2
A. corr.

24.14.3 Subject to paragraphs 24.14.1 et 24.14.2 Canada shall forthwith upon the execution of the Agreement take all reasonable measures to modify or amend any particular provisions of the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or the Regulations pursuant thereto which conflict or are incompatible with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section.

24.14.4 Nothing in paragraph 24.14.2 and 24.14.3 shall be construed as constituting an amendment or an undertaking by Canada to amend the Migratory Birds Convention Act or regulations thereunder in such a way that Canada violates its obligations under the Migratory Birds Convention.

24.14.5 Subject to paragraph 24.14.1, Canada shall forthwith upon the execution of the Agreement take all reasonable measures within the limit of its jurisdiction with respect to fisheries and marine mammals, to modify or amend the particular provisions of the Fisheries Act (R.S.C. 1970, c. F-14) and the regulations pursuant thereto, the Whaling Convention Act (R.S.C. 1970, c. W-8) and the regulations pursuant thereto and any other legislation and regulations which conflict or are incompatible with the Hunting, Fishing and Trapping Regime established by and in accordance with this Section, provided that

nothing in this paragraph shall require Canada to amend any legislation in such a way that Canada would breach any international treaty obligations.

24.14.6 Nothing in the Agreement and in particular in this Section of the Agreement shall be construed as constituting recognition by the Native parties of the application to them of article 2 of the Migratory Birds Convention or the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or any other legislation in so far as such legislation incorporates or refers to the said article 2.

24.14.7 Nothing in the Agreement and in particular this Section of the Agreement shall be construed as constituting recognition by Canada that article 2 of the Migratory Birds Convention Act (R.S.C. 1970, c. M-12) or any other legislation insofar as such legislation incorporates or refers to the said article 2 does not apply to the Native people, it being the position of Canada, that on the contrary, the said convention and the said Act do apply to the Native people. Subject to the provisions of the Agreement the James Bay Crees and the Inuit of Québec may avail themselves of any right or recourses, if any, in respect to migratory birds which they may have after the coming into force of the Agreement.

24.15 Amendment Clause

24.15.1 Except as otherwise provided for in this Section, the provisions of this Section may be amended with the consent of Québec and the interested Cree or Inuit Native party in matters of provincial jurisdiction and with the consent of Canada and the interested Cree or Inuit Native party in matters of federal jurisdiction.

Nevertheless, none of the following Sub-Sections, paragraphs and sub-paragraphs 24.1.31, 24.1.32, 24.1.33, 24.1.34, 24.3A.10, 24.3A.11, 24.3A.12, 24.6.2 e), 24.7, 24.8.1, 24.8.6, 24.8.8, 24.9.3, 24.9.4, 24.9.6, 24.9.7, 24.13.1, 24.13.3A, 24.13.4A, 24.13.5 b), 24.13.5 c), 24.13.7A, 24.13.7B, 24.13.7C, 24.13.7D, 24.13.8, 24.13.9 a) and 24.15 nor Schedules 7 and 8 may be amended without obtaining, in addition to the consent of the parties mentioned in the present paragraph, the consent of the Naskapi Native party. With respect to Sub-Section 24.4, the consent of the Naskapi Native party shall also be required when said party has an interest in the proposed amendment. The consent of the Naskapi Native party, when such consent is required, shall be given in writing to each of the other parties having an interest.

Legislation giving effect to such amendment, if required, shall be enacted only by l'Assemblée nationale in matters of provincial jurisdiction and only by Parliament in matters of federal jurisdiction.

JBNQA, par. 24.15.1
Compl. A. no. 1, sch. 4, s. 28
Compl. A. no. 12, sch. 1, s. 12

24.16 Transitional Measures

24.16.1 In addition to the transitional measures provided for in Section 2 of the Agreement the parties to the Coordinating Committee referred to in paragraphs 24.4.2 and 24.4.3 shall within two (2) months of the execution of the Agreement appoint their respective members to the Coordinating Committee. Québec shall convoke the first meeting of the Coordinating Committee within three (3) months of the execution of the Agreement.

24.16.2 During the transitional period the Coordinating Committee shall operate on an informal basis.

24.16.3 The Coordinating Committee shall give priority attention to the continuation and funding requirements of the "Research to Establish Present Levels of Native Harvesting" projects and shall supervise the said studies.

24.16.4 The Société de développement de la Baie James shall continue to serve as the legal entity delegated to undertake financial transactions on behalf of the parties involved in the research, subject to appropriate arrangements that may be made from time to time.

JBNQA, par 24.16.4
A. corr.

Annex 1

See plan no. 62 Beaver Preserves (Complementary Documents)

Annex 2

Fur-bearers :

All mustelids (i.e. mink, ermine, weasels, marten, fisher, otter, skunk and wolverine)

Beaver

Lynx

Foxes

Polar bear

Muskrat

Porcupine

Woodchuck

Black bear (in the Cree traplines north of the 50th parallel)

Wolves (north of the 55th parallel)

Fresh water seals

Fish :

Whitefishes (non-anadromous)

Sturgeon

Suckers

Burbot

Hiodons (Mooneye and Goldeye)

Annex 3

See plan no. 63 Zone sud et Zone tampon (Complementary Documents)

JBNQA, Sch. 3
A. corr.

Annex 4

See plan no. 64 Secteur pour les Naskapis (Complementary Documents)

Compl. A. no 1, sch. 4, (Sch. 4)

Annex 5

See plan no. 65 Zone d'usage prioritaire pour les Cris (Complementary Documents)

Compl. A. no 1, sch. 4, (Sch. 5)

Annex 6

See plan no. 66 Zone-Caribou (Complementary Documents)

Compl. A. no 1, sch. 4, (Sch. 6)

Annex 7

SPECIES OF WILDLIFE FOR HUNTING FOR COMMERCIAL PURPOSES

1. Caribou

2. Willow Ptarmigan

3. Rock Ptarmigan

4. Arctic Hare

5. Snowshoe Hare

6. Spruce Grouse

Compl. A. no. 12, sch. 1, s. 13

Annex 8

SPECIES OF WILDLIFE FOR KEEPING IN CAPTIVITY AND HUSBANDRY

1. Caribou

2. Willow Ptarmigan

3. Rock Ptarmigan

4. Arctic Hare

5. Snowshoe Hare

6. Spruce Grouse

7. Muskox

Compl. A. no. 12, sch. 1, s. 13

SECTION 25

Compensation and Taxation

25.1 Basic compensation

25.1.1 Canada and Québec and/or any corporation designated by Québec, each in the amount and as provided in this Section, shall pay a total amount of $150,000,000 as monetary compensation to the James Bay Crees and the Inuit of Québec in the proportions determined pursuant to the provisions of Sub Section 25.4.

JBNQA, par 25.1.1
A. corr.

25.1.2 The said total amount of $150,000,000 shall be divided into two equal amounts for the purposes of this Section and referred to as the first $75,000,000 and the second $75,000,000 respectively.

JBNQA, par 25.1.2
A. corr.

25.1.3 The payment of both the first $75,000,000 and the second $75,000,000 shall be made to the James Bay Crees and the Inuit of Québec by payments to the legal entities referred to in Sections 26 and 27.

JBNQA, par 25.1.3
A. corr.

25.1.4 The obligation to pay the first $75,000,000 to the James Bay Crees and the Inuit of Québec shall be assumed as follows :

a) Québec : $42,250,000.

b) Canada : $32,750,000.

JBNQA, par 25.1.4
A. corr.

25.1.5 The first $75,000,000 shall be paid to the James Bay Crees and the Inuit of Québec according to Schedule 1 to this Sub Section.

JBNQA, par 25.1.5
A. corr.

25.1.6 The first payment of $20,000,000 on March 31, 1976 referred to in Schedule 1 to this Sub Section shall bear interest calculated semi-annually and interest on accrued interest from the date of execution of the Agreement at the average prime rate of Canadian chartered banks in effect from time to time.

In the event the Agreement has not come into force when the second payment of $16,000,000 on account of the first $75,000,000 becomes due on January 1 1977, interest shall be calculated and paid in the same manner as for the interest on said first payment of $20,000,000.

JBNQA, par 25.1.6
A. corr.

25.1.7 The second $75,000,000 shall be paid to the James Bay Crees and the Inuit of Québec, in the proportions determined pursuant to the provisions of Sub Section 25.4, by the James Bay Energy Corporation and/or Hydro-Québec. Canada shall not be obliged to pay any part of the second $75,000,000.

JBNQA, par 25.1.7
A. corr.

25.1.8 The second $75,000,000 shall be paid to the James Bay Crees and the Inuit of Québec by payments calculated with reference to installed generating capacity of hydroelectric generating stations built in the Territory and north of the 49th parallel of latitude after the execution of the Agreement.

JBNQA, par 25.1.8
A. corr.

25.1.9 No payment shall be made, and the James Bay Crees and the Inuit of Québec shall not be entitled to claim any compensation, with respect to installed generating capacity of hydroelectric generating stations built in the Territory prior to the execution of the Agreement.

25.1.10 A fixed sum of $483 per megawatt per year of installed hydroelectric generating capacity as contracted for by the James Bay Energy Corporation and/or Hydro-Québec and as indicated on the name plate of each installed turbine-generator shall be payable to the James Bay Crees and the Inuit of Québec on account of the second $75,000,000 one year after each turbine-generator has been in commercial operation and yearly thereafter until full payment of the said second $75,000,000. The James Bay Energy Corporation and/or Hydro-Québec shall notify the payees which are to receive the compensation on behalf of the James Bay Crees and the Inuit of Québec of the date each of such turbine-generators enters into commercial operation.

JBNQA, par 25.1.10
A. corr.

25.1.11 The determination of when a turbine-generator becomes a commercial operation shall be established according to the present accounting principles of the James Bay Energy Corporation and/or Hydro-Québec.

25.1.12 The payments on account of the second $75,000,000 determined in accordance with paragraph 25.1.10 of this Sub-Section shall be, with respect to all turbine-generators installed in the Territory and north of the 49th parallel of latitude after the execution of the Agreement and which have entered into commercial operation, payable quarterly on the 31st of March, the 30th of June, the 30th of September and the 31st of December, as follows :

a) The payment to be made on the 31st of March shall include the sum payable for all such turbine-generators that have entered into commercial operation in January, February and March of all previous years since the execution of the Agreement;

b) the payment to be made on the 30th of June shall include the sum payable for all such turbine-generators that have entered into commercial operation in April, May and June of all previous years since the execution of the Agreement;

c) the payment to be made on the 30th of September shall include the sum payable for all such turbine-generators that have entered into commercial operation in July, August and September of all previous years since the execution of the Agreement;

d) the payment to be made on the 31st of December shall include the sum payable for all such turbine-generators that have entered into commercial operation in October, November and December of all previous years since the execution of the Agreement.

JBNQA, par 25.1.12
A. corr.

25.1.13 The payments on account of the second $75,000,000 to be made pursuant to paragraphs 25.1.10 and 25.1.12 of this Sub-Section shall be paid in full within the following periods :

a) No later than the 31st of December 1996 if only Le Complexe La Grande 1975 or part thereof is constructed; or

b) If at any time after a period of 12½ years from the date of the first payment and prior to the 31st of December 1996 at least 5,000 megawatts of installed generating capacity other than Le Complexe La Grande 1975, exclusive of Laforge-I (LA-I) and Eastmain-I (EM-I), is installed in the Territory and north of the 49th parallel of latitude and if such installed generating capacity has been in commercial operation for a period of more than one year, then any balance of the second $75,000,000 will become payable at the next payment date.

JBNQA, par. 25.1.13
A. corr.

25.1.14 Notwithstanding paragraph 25.1.7, in the event that no turbine-generator has been put into commercial operation in the Territory and north of the 49th parallel of latitude between the date of the execution of the Agreement and the 31st of December 1986, Québec shall pay the second $75,000,000 or any part thereof otherwise payable by the James Bay Energy Corporation and/or Hydro-Québec in ten equal annual payments payable on the 31st of December of each year commencing on the 31st of December 1987. In such event, the James Bay Energy Corporation and Hydro-Québec shall be released of their obligation to pay the second $75,000,000 otherwise payable in virtue of the preceding paragraphs 25.1.7 through 25.1.13.

JBNQA, par. 25.1.14
A. corr.

25.1.15 The James Bay Crees shall receive an additional sum arrived at by multiplying $150,000,000 by the fraction obtained by dividing 200 by the aggregate number of persons eligible under paragraphs 3.2.1 a) and 3.2.4.

Canada and Québec and/or a corporation designated by Québec shall be responsible for said additional sum to the James Bay Crees in the same proportions and in the same manner as is provided in this Sub Section for the payment of the first $75,000,000, and the payment of such additional sum by each of Canada and Québec shall be made by adding to their respective payments of the first $75,000,000, the whole of Canada's and one half of Québec's proportion of such additional payment, and Québec shall pay the other half of its proportion of such additional payment at the same time and in the same manner as the payment of the second $75,000,000.

JBNQA, par. 25.1.15
A. corr.

25.1.16 The Inuit of Québec shall receive from Canada for the Inuit of Port Burwell an additional sum arrived at by multiplying $150,000,000 by the fraction obtained by dividing 85 by the aggregate number of persons eligible under paragraphs 3.2.1 a) and 3.2.4.

Canada shall pay to the Inuit of Québec for the benefit of the Inuit of Port Burwell the said additional sum in the same manner as is provided in this Sub Section for the payment of the first $75,000,000 by adding to the proportion of the first $75,000,000 payable to the Inuit of Québec the said additional sum.

JBNQA, par. 25.1.16
A. corr.
Compl. A. no. 2, s. 3

SCHEDULE 1 TO SUBSECTION 25.1

First $75,000,00 Period of payment - 10 years

Québec : $42,250,000

Canada : $32,750,000

Percentage -Québec : 56.333%

Canada : 43.667%

Date	Québec		Total
	$	$	$
March 31, 1976	11 266 600	8 733 400	20 000 000
January 1, 1977	9 013 280	6 986 720	16 000 000
January 1, 1978	7 886 620	6 113 380	14 000 000
January 1, 1979	3 943 310	3 056 690	7 000 000
January 1, 1980	1 689 990	1 310 010	3 000 000
January 1, 1981	1 689 990	1 310 010	3 000 000
January 1, 1982	1 689 990	1 310 010	3 000 000
January 1, 1983	1 689 990	1 310 010	3 000 000
January 1, 1984	1 689 990	1 310 010	3 000 000
January 1, 1985	1 690 240	1 309 760	3 000 000
	42 250 000	32 750 000	75 000 000

JBNQA, subs. 25.1
A. corr.

25.2 Compensation for future development

25.2.1 The James Bay Crees and the Inuit of Québec forever and absolutely renounce any and all claims, if any, past, present or future, against Québec with respect to royalties, mining duties, taxes or equivalent or similar benefits and revenues, derived and resulting from development and exploitation in the Territory.

25.2.2 In full and final consideration of the absolute renunciation by the James Bay Crees and Inuit of Québec in the preceding paragraph, Québec shall pay to the James Bay Crees and the Inuit of Québec, in the proportions determined pursuant to the provisions of Sub-Section 25.4 and in the manner hereinafter set forth, an additional sum of $75,000,000 hereinafter referred to as the third $75,000,000.

JBNQA, par. 25.2.2
A. corr.

25.2.3 Québec shall pay to the legal entities referred to in Sections 26 and 27 the third $75,000,000 by way of the issuance and delivery over a four-year period of $75,000,000 aggregate principal amount of Province of Québec debentures to be issued in five (5) series of $15,000,000 each. Each series shall be dated as of November 1, in each of the years 1975, 1976, 1977, 1978 and 1979, shall mature twenty (20) years from November 1, 1975, 1976, 1977, 1978 and 1979, respectively, shall bear interest from

November 1, 1975, 1976, 1977, 1978 and 1979, respectively, notwithstanding their actual date of issue, and shall have the following characteristics :

a) The debentures shall be direct obligations of the Province of Québec and a charge as to principal and interest on the consolidated revenue fund of the Province.

b) Each holder of debentures so issued may elect that all or part of the debentures of each series held by it mature at par on the tenth or fifteenth anniversary dates of each respective issue upon not less than six (6) months nor more than twelve (12) months prior notice in each case.

c) Principal and half-yearly interest in arrears shall be payable in lawful money of Canada.

d) The debentures will be issued in fully registered form in the usual denominations of Québec debentures.

e) The debentures shall not be transferable, except as between the James Bay Crees and the Inuit of Québec and/or their respective legal entities referred to in Sections 26 and 27. Notwithstanding the foregoing, the registered holder may assign payment of the principal on the debentures before maturity jointly to the registered holder and to a chartered bank or caisse populaire.

f) The debentures shall not be redeemable by Québec prior to maturity and no sinking fund shall be created for their payment.

In all other respects the debentures will contain all the usual features of long-term public issues of Québec debentures made on the Canadian market.

JBNQA, par. 25.2.3
A. corr.

25.2.4 The rate of interest on each series of debentures shall be equal to the yield on the date of each series (November 1, 1975, 1976, 1977, 1978 and 1979) of similar issues of Québec debentures made on the Canadian market. Such rate shall be determined by a designated representative of the Department of Finance of Québec in consultation with one designated representative from each of the James Bay Crees and the Inuit of Québec.

25.2.5 The debentures issued as provided above shall be delivered without cost to the legal entities referred to in Sections 26 and 27.

25.2.6 Delivery of any series of debentures to be dated prior to the Agreement coming into force shall be made within thirty (30) days of the date of such coming into force of the Agreement with accrued interest if the delivery is made subsequent to an interest payment date and interest on any accrued interest from the date of such interest payment date.

25.3 Taxation

25.3.1 The Governments of Canada and Québec shall recommend to the Parliament of Canada and the Québec National Assembly, respectively, as part of the proposed legislation that will incorporate and confirm the provisions of the Agreement, that the total amount of $150,000,000 as monetary compensation referred to in Sub-section 25.1, the sum of $75,000,000 referred to in Sub-section 25.2, and the additional sums referred to in paragraphs 25.1.15 and 25.1.16, to be paid to the James Bay Crees and the Inuit of Québec, shall be exempt from all forms of taxation in respect of the said capital amounts and, more particularly, that the James Bay Crees and the Inuit of Québec or the legal entities which shall receive said capital amounts on behalf of the James Bay Crees or the Inuit of Québec shall not be required to include in the calculation of their income under the Income Tax Act of Canada and the Taxation Act of

Québec any portion of the said capital amounts as income or as capital gains. The present paragraph shall not preclude the application of any exemptions under the laws of general application.

JBNQA, par. 25.3.1
A. corr.

25.4 Formula for division of compensation between the James Bay Crees and the Inuit of Québec

25.4.1 The monetary compensation payable to the James Bay Crees and the Inuit of Québec under this Section of the Agreement shall be divided between said parties as follows :

a) The James Bay Crees shall receive such percentage of the said sum that is arrived at by multiplying by 100 the fraction obtained by dividing the total number of persons eligible under sub-paragraph 3.2.1 a) by the aggregate number of persons eligible under sub-paragraph 3.2.1 a) and paragraph 3.2.4.

b) The Inuit of Québec shall receive such percentage of the said sum that is arrived at by multiplying by 100 the fraction obtained by dividing the total number of persons eligible under paragraph 3.2.4 by the aggregate number of persons eligible under sub-paragraph 3.2.1 a) and paragraph 3.2.4.

25.4.2 For the purposes of making payments until the final number of eligible James Bay Crees and Inuit of Québec have been determined as set forth in sub-paragraphs 25.4.1 a) and 25.4.1 b) payments to the James Bay Crees and the Inuit of Québec or their designated payees shall be made as follows :

a) For the period from execution of the Agreement through October 31, 1977, the James Bay Crees shall receive sixty percent (60%) and the Inuit of Québec forty percent (40%).

b) Commencing November 1, 1977, after the final number of eligible James Bay Crees and Inuit of Québec have been determined, the scheduled payment against the first $75,000,000 due January 1, 1978 and the issue on November 1, 1977 of Québec debentures against the compensation for future development shall be so adjusted between the James Bay Crees and the Inuit of Québec so that all payments made pursuant to the provisions of this Section prior to said dates will be equal to the ratio set forth in sub-paragraphs 25.4.1 a) and 25.4.1 b).

c) Commencing with the payment due January 1, 1979 against the first $75,000,000 and with the issue of Québec debentures on November 1, 1978 all subsequent payments scheduled under this Section shall be divided between the James Bay Crees and the Inuit of Québec in the proportions determined according to sub-paragraphs 25.4.1 a) and 25.4.1 b).

JBNQA, par. 25.4.2
A. corr.

25.5 Cost of negotiations

Québec shall pay to the James Bay Crees and the Inuit of Québec as compensation in respect to the cost of the negotiations the following amounts :

The James Bay Crees $2.2 million

The Inuit of Québec $1.3 million

The said amounts shall be paid to the legal entities provided for in Sections 26 and 27 immediately upon the Agreement coming into force.

25.6 Financing during the transitional period

25.6.1 Notwithstanding the provisions of paragraph 2.9.4, Québec undertakes that forthwith upon the execution of the Agreement it will advance $5,500,000 of Québec's portion of $11,266,600 of the first

payment on account of the first $75,000,000 to be made pursuant to Sub-section 25.1 in the form of loans to the interested Native parties for the benefit of the James Bay Crees and the Inuit of Québec to permit the said parties to participate in and act in consequence of the Transitional Measures provided for in Section 2. In consequence, Québec shall deposit in trust pursuant to paragraph 2.9.4 only the sum of $5,66,000 in respect of the first payment by Québec on account of the first $75,000,000.

JBNQA, par. 25.6.1
A. corr.

25.6.2 The loans contemplated by paragraph 25.6.1 shall be for the following amounts :

The James Bay Crees $3.3 million

The Inuit of Québec $2.2 million

25.6.3 The loans provided for in paragraph 25.6.2 shall bear no interest. However, when computing interest to be paid by Québec pursuant to the provisions of paragraph 25.1.6, the amount of the said loans made pursuant to paragraph 25.6.1 shall be deducted from the portions of the first $75,000,000. becoming payable by Québec during the transitional period as of the dates of the said loans.

JBNQA, par 25.6.3
A. corr.

25.6.4 The James Bay Crees and the Inuit of Québec shall repay their respective loans to Québec upon the Agreement coming into force and concurrently with Québec paying to the James Bay Crees and the Inuit of Québec the amounts due under the provisions of Sub-Sections 25.1 and 25.2 and the cost of negotiations provided for in Sub-Section 25.5.

In case the Agreement does not come into force, the said loans shall be forgiven.

25.6.5 The parties agree to execute any documents required to give effect to this Sub Section.

SECTION 26
Cree Legal Entities

26.0.1 The compensation payable to the Crees, pursuant to the provisions of Sub Sections 25.1 and 25.2 (collectively referred to herein as the "Compensation"), shall be made by payments to a corporation incorporated by a Special Act of the Province of Québec as a non-profit organization without pecuniary gain to its members, which corporation may be a foundation (herein referred to as the "Corporation" for the purposes of this Section).

26.0.2 The Corporation shall be under the effective control of the Crees. All the Crees eligible pursuant to the criteria established in Section 3 of the Agreement, and no other persons, shall be members of the Corporation, and the qualifications for being eligible to vote for, and to hold office as, a director shall be as set forth in the Special Act referred to in paragraph 26.0.1.

JBNQA, par. 26.0.2
A. corr.

26.0.3 The Corporation shall have its head office in the Province of Québec at a place within the limits of Category IA or IB lands at the option of the Crees, and Québec and Canada shall make the payments of the Compensation to the Corporation at the said head office.

26.0.4 The purposes for which the Corporation shall be incorporated are the following :

a) the reception, administration and investment of the Compensation payable to the Crees, pursuant to the provisions of the Agreement;

b) the relief of poverty, the welfare and the advancement of education of the Crees;

c) the development, the civic and other improvement of the Cree communities within the Territory.

JBNQA, par. 26.0.4
A. corr.

26.0.5 The Corporation shall have, among other powers set forth in the Special Act of incorporation, the powers :

a) to transfer to one (1) or more wholly-owned holding or venture capital corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, not more than twenty-five percent (25%) of the compensation referred to in Sub Section 25.1 for the following purposes :

i) to assist in the creation, financing or development of businesses, resources, properties and industries of the Crees;

ii) to initiate, expand and develop opportunities for the Crees to participate in the economic development of their society through the application of their skills and capital; and

iii) to invest in the securities of any corporation owning property or carrying on business directly related to the economic or other interests of the Crees.

b) to transfer to one (1) or more wholly-owned or wholly-controlled corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, or to some form of wholly-owned or wholly-controlled non-corporate entity with the approval of the Lieutenant-Governor in Council, any amount which, when added to the amount transferred or used pursuant to paragraph 26.0.5 a) shall not aggregate more than twenty-five percent (25%) of the compensation referred to in Sub Section 25.1, exclusively for educational, community and other charitable activities of the Crees;

c) to invest through one (1) or more wholly-owned corporations to be incorporated, either by Special Act of the National Assembly or under Qué bec laws of general application, the balance of the compensation referred to in Sub Section 25.1 which shall be not less than seventy-five percent (75%) or fifty percent (50%), respectively, of the compensation referred to in Sub Section 25.1 for the periods stipulated in paragraph 26.0.7 in investments described in Schedule 1 to this Section and thereafter, subject to the provisions of paragraph 26.0.6, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise, of the Crees.

d) After twenty (20) years from the coming into force of the Agreement, subject always to paragraph 26.0.6, no restrictions as to the investment, use, transfer or re-transfer of the Compensation or revenues therefrom shall exist either for the Corporation or any of the corporations or entities to which any part of the Compensation or the revenues therefrom have been transferred.

JBNQA, par. 26.0.5
A. corr.

26.0.6 In furtherance of the powers of the Corporation and the other entities herein contemplated or afterwards created, and subject to the restrictions herein contained, the Compensation and the revenues therefrom may be used only for community purposes, other undertakings of general benefit to the Cree people, or may be set aside for and distributed to the individual Cree communities mentioned in the Agreement, to be used to benefit the said communities, and furthermore the Corporation and any other entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, or pay dividends or make gifts to, or otherwise benefit, any individual as distinct from the community.

26.0.7 During the ten (10) year period following the coming into force of the Agreement, not less than seventy-five percent (75%) and during the ten (10) year period next following, not less than fifty percent (50%) of the compensation referred to in Sub Section 25.1 shall be invested directly by the Corporation or through one (1) or more wholly-owned corporations in investments permitted under Schedule 1 to this Section.

JBNQA, par. 26.0.7
A. corr.

26.0.8 The charter of the Corporation and, any instrument of creation or establishment of any other entity (corporate or otherwise) herein contemplated or afterwards created shall provide that their respective boards of directors or management shall be comprised of members of the Corporation to be selected on a basis guaranteeing at least one (1) representative for each Cree Community and, for a period of ten (10) years from the date of the coming into force of the Agreement, two (2) representatives selected by Québec and one (1) representative selected by Canada, who need not be members of the Corporation, after consultation with the other Cree directors. The charter and by-laws of the Corporation and the instrument of creation or establishment of any such entity shall provide that their respective boards of directors or management shall be composed of not less than eleven (11) and not more than twenty-eight (28) persons and that not less than seven (7) days prior notice must be given in respect of any meeting of any such board. The directors appointed by Québec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation or any such entity.

26.0.9 No voluntary winding-up or dissolution of the Corporation shall take place, and subject to the provisions of the Bankruptcy Act, no involuntary winding-up and dissolution of the Corporation shall take place without the prior approval of the Lieutenant-Governor in Council of the plan of distribution of the assets to the members of the Corporation after discharging its liabilities.

26.0.10 The provisions of this Section can only be amended with the consent of Québec, Canada, and the interested Native party.

26.0.11 For a period of twenty (20) years from the date of the coming into force of the Agreement, any application to Québec for a Special Act of incorporation and/or for an incorporation pursuant to the general laws of Québec, by the Crees may be made only by instrument setting forth all of the powers and provisions requested, and no such application may be made without the Crees having received the prior consent of Canada to such powers and provisions.

26.0.12 For a period of twenty (20) years from the constitution of the Corporation and/or of the other entities herein contemplated or afterwards created, any application for amendment to any such special Act and/or for supplementary letters patent, by the Crees may be made only after having received the prior consent of Canada.

26.0.13 In addition to, or in substitution for, the corporations and/or entities contemplated hereby and which are wholly-owned or wholly-controlled by the Corporation, the Crees shall have the right up to but not later than the date the Agreement shall come into force, to propose the creation of other corporations and/or entities not wholly-owned or wholly-controlled by the Corporation but wholly-owned or wholly-controlled by Crees or Cree communities, to which corporations and/or entities all or part of the monetary compensation may be transferred, the whole on such terms, conditions and for such purposes as may be mutually agreed upon by the Crees, Canada and Québec, following negotiations.

Annex 1

(a) Bonds or other evidences of indebtedness issued or guaranteed by the government of the Province of Québec, of Canada or a province of Canada, of the United States of America or of any such states, by the International Bank of Reconstruction and Development, by a municipal or school corporation in Canada, or by a fabrique in the Province of Québec;

(b) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;

(c) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;

(d) the bonds, debentures or other evidences of indebtedness of a corporation that are fully secured by a mortgage, charge or hypothec to a trustee or to the Corporation upon any, or upon any combination, of the following assets :

(i) real estate or leaseholds;

(ii) the plant or equipment of a corporation that is used in the transaction of its business; or

(iii) bonds, debentures or other evidences of indebtedness or shares, of a class authorized hereunder as investments, or cash balances, if such bonds, debentures or other evidences of indebtedness, shares or cash balances are held by a trustee;

and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds, debentures or other evidences of indebtedness ineligible as an investment;

(e) obligations or certificates issued by a trustee to finance the purchase of transportation equipment for a corporation incorporated in Canada or the United States to be used on airlines, railways or public highways, if the obligations or certificates are fully secured by

(i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee, and

(ii) a lease or conditional sale thereof by the trustee to the corporation;

(f) the bonds, debentures or other evidences of indebtedness

(i) of a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by paragraph (h) or (i); or

(ii) of or guaranteed by a corporation where the earnings of corporation in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it other than indebtedness classified as a current liability under generally accepted accounting principles in the balance sheet of the corporation; and if the corporation at the date of investment owns directly or indirectly more than fifty per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporations shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation; and for the purpose of this sub-paragraph “earnings” means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability under generally accepted accounting principles;

(g) guaranteed investment certificates issued by a trust company incorporated in Canada if, at the date of investment, the preferred shares or the common shares of the trust company are authorized as investments by paragraph (h) or (i) or certificates of deposit and bearer discount notes of any Canadian chartered bank or of any savings and credit union;

(h) the preferred shares of a corporation if

(i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or

(ii) the common shares of the corporation are, at the date of investment, authorized as investments by paragraph (i);

(i) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either

(i) paid a dividend in each such year upon its common shares, or

(ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least four per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;

(j) real estate or leaseholds for the production of income in Canada, if

(i) a lease of the real estate or leasehold is made to, or guaranteed by,

(A) the government of Canada or any of the provinces, or an agency of the said governments, or

(B) a corporation, the preferred shares or common shares of which are, at the date of investment, authorized as investments by paragraph (h) or (i),

(ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five per cent of the amount invested in the real estate or leasehold within the period of the lease but not exceeding thirty years from the date of investment, and

(iii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(k) real estate or leaseholds for the production of income in Canada, if

(i) the real estate or leasehold has produced, in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable interest return on the amount invested in the real estate or leasehold and to repay at least eighty-five per cent of that amount within the remaining economic lifetime of the improvements to the real estate or leasehold but not exceeding forty years from the date of investment, and

(ii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(l) debts secured by mortgages, charges and hypothecs, upon improved real estate or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by the mortgage, charge or hypothec exceeds

3/4 of the value of the real estate or leasehold, if the loan for which the mortgage, charge or hypothec is security is an approved loan or an insured loan under the National Housing Act (Canada) or any equivalent provincial legislation;

(m) debts secured by hypothec or mortgage on real estate in Canada :

(1) if payment of principal and interest is guaranteed or assured by the governments of Canada or of any province of Canada or any public authority therein; or

(2) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five per cent of the value of the real estate securing payment thereof;

(n) where a company owns securities of a corporation and as a result of a bona fide arrangement for the reorganization or liquidation of the corporation or for the amalgamation of the corporation with another corporation, such securities are to be exchanged for bonds, debentures or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this Schedule, the Corporation may accept such bonds, debentures or other evidences of indebtedness or shares;

(o) the total book value of the investments of the Corporation in common shares shall not exceed fifty (50) per cent of the book value of the total assets of the Corporation;

(p) the total book value of the investments of the Corporation in real estate or leaseholds for the production of income shall not exceed ten per cent of the book value of the total assets of the Corporation;

(q) the Corporation shall not invest any of its funds in bonds, debentures or other evidences of indebtedness on which payment of principal or interest is in default;

(r) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and dispose of the real estate which secures such payment, and such real estate shall not be included in the restrictions pursuant to paragraph (j), (k) or (p).

(s) The Corporation may invest its funds otherwise than as authorized in this Schedule, provided that the total amount of such investment does not exceed seven (7) percent of the book value of the total assets of the Corporation and that, in the case of investment in real estate, the total investment in real estate consisting of a single undertaking does not exceed one (1) percent of the book value of the total assets of the Corporation.

JBNQA, Sch. 1
A. corr.

SECTION 27

Inuit Legal Entities

27.0.1 The compensation paid to the Inuit pursuant to Sub Sections 25.1 and 25.2 (hereinafter collectively referred to as the "Compensation") shall be for their exclusive use and benefit. A legal entity known as "La Société Inuit de Développement – The Inuit Development Corporation" (or such other name acceptable to Québec), to be incorporated in accordance with the provisions hereinafter set forth, shall receive the Compensation.

27.0.2 La Société Inuit de Développement – The Inuit Development Corporation (hereinafter referred to as the "Corporation") shall be incorporated by a Special Act of the National Assembly of Québec.

27.0.3 The Corporation shall be without share capital and the only members shall be all Inuit eligible by virtue of Section 3A (referred to in this Section as the "Inuit").

JBNQA, par. 27.0.3
Compl. A. no. 18, sch. 1, s. 20

27.0.4 The purposes of the Corporation shall be:

a) to receive the Compensation and to administer and invest the Compensation and the revenues therefrom;

b) the relief of poverty, the welfare and the advancement of education of the Inuit;

c) the development and the improvement of the Inuit communities.

27.0.5 The Corporation shall have, among other powers set forth in the Special Act of incorporation, the powers:

a) to transfer to one (1) or more wholly-owned holding or venture capital corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, not more than twenty-five percent (25%) of the compensation referred to in Sub Section 25.1 for the following purposes:

i) to assist in the creation, financing or development of businesses, resources, properties and industries of the Inuit;

ii) to initiate, expand and develop opportunities for the Inuit to participate in the economic development of their society through the application of their skills and capital; and

iii) to invest in the securities of any corporation owning property or carrying on business intended to directly relate to the economic or other interests of the Inuit.

b) to transfer to one (1) or more wholly-owned or wholly-controlled corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, or to some form of wholly-owned or wholly-controlled non-corporate entity with the approval of the Lieutenant-Governor in Council, any amount which, when added to the amount transferred or used pursuant to paragraph 27.0.5 a) shall not aggregate more than twenty-five percent (25%) of the compensation referred to in Sub Section 25.1, exclusively for educational, community and other charitable activities of the Inuit.

c) to invest through one (1) or more wholly-owned corporations to be incorporated, either by Special Act of the National Assembly or under Québec laws of general application, the balance of the compensation referred to in Sub Section 25.1, which shall be not less than seventy-five percent (75%) or fifty percent (50%), respectively, of the compensation referred to in Sub Section 25.1 for the periods stipulated in paragraph 27.0.7 in investments described in Schedule I to this Section and thereafter, subject

to the provisions of paragraph 27.0.6, as it deems appropriate and to use the revenues from such investments to support in any way judged appropriate any activities, whether social, community, business or otherwise, of the Inuit.

JBNQA, par. 27.0.5
A. corr.

27.0.6 In furtherance of the powers of the Corporation and the other entities herein contemplated or afterwards created, and subject to the restrictions herein contained, the Compensation and the revenues therefrom may be used only for community purposes, other undertakings of general benefit to the Inuit people, or may be set aside for and distributed to the individual Inuit communities mentioned in the Agreement, to be used to benefit the said communities, and furthermore the Corporation and any other entities contemplated hereby or afterwards created shall not distribute their assets in any manner whatsoever to, or pay dividends or make gifts to, or otherwise benefit, any individual as distinct from the community.

27.0.7 During the ten (10) year period following the coming into force of the Agreement, not less than seventy-five percent (75%), and during the ten (10) year period next following, not less than fifty percent (50%) of the compensation referred to in Sub-section 25.1 shall be invested directly by the Corporation or through one (1) or more wholly-owned corporations in investments permitted under Schedule I to this Section.

27.0.8 The charter of the Corporation and any instrument of creation or establishment of any other entity (corporate or otherwise) herein contemplated or afterwards created shall provide that their respective Boards of Directors or management shall be comprised of members of the Corporation over eighteen (18) years of age, to be selected on a basis guaranteeing at least one (1) representative for each Inuit Community and, for a period of eight (8) years from the date of the coming into force of the Agreement, which period may be extended for a further period of two (2) years upon the request of four (4) Inuit directors, two (2) representatives selected by Québec and one (1) representative selected by Canada who need not be members of the Corporation, after consultation with the other directors. The charter and by-laws of the Corporation and the instrument of creation or establishment of any such entity shall provide that their respective Boards of Directors or management shall be composed of not less than seventeen (17) and not more than twenty-five (25) persons and that not less than seven (7) days prior notice must be given in respect of any meeting of any such board. The directors appointed by Québec and Canada shall not be remunerated, nor have their expenses paid, by the Corporation or any such entity.

27.0.9 No voluntary winding-up or dissolution of the Corporation shall take place, and subject to the provisions of the Bankruptcy Act, no involuntary winding-up or dissolution of the Corporation shall take place without the prior approval of the Lieutenant-Governor in Council of the plan of distribution of the assets to the members of the Corporation after discharging its liabilities.

27.0.10 The provisions of this Section can only be amended with the consent of Québec, Canada, and the interested Native party.

27.0.11 For a period of twenty (20) years from the date of the coming into force of the Agreement, any application to Québec for a Special Act of incorporation and/or for an incorporation pursuant to the general laws of Québec, by the Inuit may be made only by instrument setting forth all of the powers and provisions requested, and no such application may be made without the Inuit having received the prior consent of Canada to such powers and provisions.

27.0.12 For a period of twenty (20) years from the constitution of the Corporation and/or of the other entities herein contemplated or afterwards created, any application for amendment to any Special Act

and/or for supplementary letters patent, by the Inuit may be made only after having received the prior consent of Canada.

Annex 1

(a) Bonds or other evidences of indebtedness issued or guaranteed by the government of the province of Québec, of Canada or a province of Canada, of the United States of America or of any such states, by the International Bank for Reconstruction and Development, by a municipal or school corporation in Canada, or by a fabrique in the Province of Québec;

(b) bonds or other evidences of indebtedness issued by a public authority having as its object the operation of a public service in Canada or any province thereof and entitled to impose a tariff for such service;

(c) bonds or other evidences of indebtedness secured by the transfer to a trustee of an undertaking by Canada or any province of Canada to pay sufficient subsidies to meet the interest and principal at their respective maturities;

(d) the bonds, debentures or other evidences of indebtedness of a corporation that are fully secured by a mortgage, charge or hypothec to a trustee or to the Corporation upon any, or upon any combination, of the following assets:

(i) real estate or leaseholds;

(ii) the plant or equipment of a corporation that is used in the transaction of its business; or

(iii) bonds, debentures or other evidences of indebtedness or shares, of a class authorized hereunder as investments, or cash balances, if such bonds, debentures or other evidences of indebtedness, shares or cash balances are held by a trustee;

and the inclusion, as additional security under the mortgage, charge or hypothec, of any other assets not of a class authorized hereunder as investments shall not render such bonds, debentures or other evidences of indebtedness ineligible as an investment;

(e) obligations or certificates issued by a trustee to finance the purchase of transportation equipment for a corporation incorporated in Canada or the United States to be used on airlines, railways or public highways, if the obligations or certificates are fully secured by:

(i) an assignment of the transportation equipment to, or the ownership thereof by, the trustee, and

(ii) a lease or conditional sale thereof by the trustee to the corporation;

(f) the bonds, debentures or other evidences of indebtedness

(i) of a corporation if, at the date of investment, the preferred shares or the common shares of the corporation are authorized as investments by paragraph (h) or (i); or

(ii) of or guaranteed by a corporation where the earnings of corporation in a period of five years ended less than one year before the date of investment have been equal in sum total to at least ten times and in each of any four of the five years have been equal to at least one and one-half times the annual interest requirements at the date of investment on all indebtedness of or guaranteed by it other than indebtedness classified as a current liability under generally accepted accounting principles in the balance sheet of the corporation; and if the corporation at the date of investment owns directly or indirectly more than fifty per cent of the common shares of another corporation, the earnings of the corporations during the said period of five years may be consolidated with due allowance for minority interests, if any, and in that event the interest requirements of the corporations shall be consolidated and such consolidated earnings and consolidated interest requirements shall be taken as the earnings and interest requirements of the corporation; and for the purpose of this sub-paragraph “earnings” means earnings available to meet interest charges on indebtedness other than indebtedness classified as a current liability under generally accepted accounting principles;

(g) guaranteed investment certificates issued by a trust company incorporated in Canada if, at the date of investment, the preferred shares or the common shares of the trust company are authorized as investments by paragraph (h) or (i) or certificates of deposit and bearer discount notes of any Canadian chartered bank or of any savings and credit union;

(h) the preferred shares of a corporation if

(i) the corporation has paid a dividend in each of the five years immediately preceding the date of investment at least equal to the specified annual rate upon all of its preferred shares, or

(ii) the common shares of the corporation are, at the date of investment, authorized as investments by paragraph (i);

(i) the fully paid common shares of a corporation that during a period of five years that ended less than one year before the date of investment has either

(i) paid a dividend in each such year upon its common shares, or

(ii) had earnings in each such year available for the payment of a dividend upon its common shares,

of at least four per cent of the average value at which the shares were carried in the capital stock account of the corporation during the year in which the dividend was paid or in which the corporation had earnings available for the payment of dividends, as the case may be;

(j) real estate or leaseholds for the production of income in Canada, if

(i) a lease of the real estate or leasehold is made to, or guaranteed by,

(A) the government of Canada or any of the provinces, or an agency of the said governments, or

(B) a corporation, the preferred shares or common shares of which are, at the date of investment, authorized as investments by paragraph (h) or (i),

(ii) the lease provides for a net revenue sufficient to yield a reasonable interest return during the period of the lease and to repay at least eighty-five per cent of the amount invested in the real estate or leasehold within the period of the lease but not exceeding thirty years from the date of investment, and

(iii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dipose of the real estate or leasehold;

(k) real estate or leaseholds for the production of income in Canada, if

(i) the real estate or leasehold has produced, in each of the three years immediately preceding the date of investment, net revenue in an amount that, if continued in future years, would be sufficient to yield a reasonable interest return on the amount invested in the real estate or leasehold and to repay at least eighty-five per cent of that amount within the remaining economic lifetime of the improvements to the real estate or leasehold but not exceeding forty years from the date of investment, and

(ii) the total investment of the Corporation in any one parcel of real estate or in any one leasehold does not exceed two per cent of the book value of the total assets of the Corporation;

and the Corporation may hold, maintain, improve, lease, sell or otherwise deal with or dispose of the real estate or leasehold;

(l) debts secured by mortgages, charges and hypothecs, upon improved real estate or leaseholds in Canada, notwithstanding that the amount paid for such debts so secured by mortgage, charge or hypothec exceeds ¾

of the value of the real estate or leasehold, if the loan for which the mortgage, charge or hypothec is security is an approved loan or an insured loan under the National Housing Act (Canada) or any equivalent provincial legislation.

(m) debts secured by hypothec or mortgage on real estate in Canada:

(1) if payment of principal and interest is guaranteed or assured by the governments of Canada or of any province of Canada or any public authority therein; or

(2) if the hypothec or mortgage ranks first and the amount of the debt is not more than seventy-five per cent of the value of the real estate securing payment thereof;

(n) where a company owns securities of a corporation and as a result of a bona fide arrangement for the reorganization or liquidation of the corporation or for the amalgamation of the corporation with another corporation, such securities are to be exchanged for bonds, debentures or other evidences of indebtedness or shares not authorized as investments by the foregoing provisions of this Schedule, the Corporation may accept such bonds, debentures or other evidences of indebtedness or shares;

(o) the total book value of the investments of the Corporation in common shares shall not exceed fifty (50) percent of the book value of the total assets of the Corporation;

(p) the total book value of the investments of the Corporation in real estate or leaseholds for the production of income shall not exceed ten per cent of the book value of the total assets of the Corporation;

(q) the Corporation shall not invest any of its funds in bonds, debentures or other evidences of indebtedness on which payment of principal or interest is in default;

(r) in order to secure total or partial payment of any amount owed to it, the Corporation may acquire and dispose of the real estate which secures such payment, and such real estate shall not be included in the restrictions pursuant to paragraph (j), (k) or (p).

(s) the Corporation may invest its funds otherwise than as authorized in this Schedule, provided that the total amount of such investment does not exceed seven (7) percent of the book value of the total assets of the Corporation and that, in the case of investment in real estate, the total investment in real estate consisting of a single undertaking does not exceed one (1) percent of the book value of the total assets of the Corporation.

JBNQA, Sch. 1
A. corr.

SECTION 28

Economic and Social Development – Crees

28.1 Preliminary provisions

28.1.1 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the James Bay Crees on the same basis as to other Indians of Canada in the case of federal programs, and to other Indians in Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs, and to general parliamentary approval of such programs and funding.

The foregoing terms, conditions, obligations an criteria will apply to all federal programs referred to in this Section.

28.1.2 Subject to paragraph 28.1.1, Canada and Québec shall continue to assist and promote the efforts of the James Bay Crees and more specifically undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the James Bay Crees in pursuing the objectives set forth herein in Sub Sections 28.4 to 28.16.

28.2 Cree Development Corporation

28.2.1 There shall be established by special legislation of the National Assembly a Cree Development Corporation (the "CDC").

JBNQA, par. 28.2.1
A. corr.
Compl. A. no. 14, s. 3

28.2.2 The CDC will be dedicated to the economic and community development of the James Bay Crees. The CDC will act as a modern development organization with the mandate of:

a) supporting the long-term development of each Cree community;

b) developing an original Cree expertise in the field of economic development and the management of development funds;

c) promoting and accelerating job creation for the Crees on the James Bay Territory;

d) making the Crees active partners of Québec in the economic development of the James Bay Territory;

e) assisting, promoting and encouraging the creation, diversification or development of businesses, resources, properties and industries with a view to stimulating economic opportunities for James Bay Crees and contributing to their general economic wellbeing.

JBNQA, par. 28.2.2
Compl. A. no. 14, s. 3

28.2.3 The CDC will facilitate the establishment of partnerships between the Crees and Québec as well as with public and private enterprises for the carrying out of development activities on the James Bay Territory.

JBNQA, par. 28.2.3
A. corr.
Compl. A. no. 14, s. 3

28.2.4 The shareholder of the CDC shall be the Cree Regional Authority.

JBNQA, par. 28.2.4
A. corr.
Compl. A. no. 14, s. 3

28.2.5 The CDC will be managed by a board of directors composed of eleven (11) members. Five (5) members will be appointed by the Cree Regional Authority. Five (5) members will be appointed by Québec. The Chairperson of the CDC shall be appointed among the Crees by the Cree Regional Authority after consultation with Québec on this matter in order to attempt to appoint a Chairperson who is mutually acceptable. The directors appointed by Québec shall have one (1) vote each on the board of directors and the directors appointed by the Cree Regional Authority, including the Chairperson, shall have two (2) votes each on the board of directors.

JBNQA, par. 28.2.5
Compl. A. no. 14, s. 3

28.2.6 The number of directors to the CDC may be increased with the consent of the Cree Regional Authority and Québec insofar as the control of the CDC remains in the hands of its directors appointed by the Cree Regional Authority.

JBNQA, par. 28.2.6
A. corr.
Compl. A. no. 14, s. 3

28.2.7 The Corporation may submit from time to time specific projects to Canada for funding of such projects and Canada shall provide funding for such projects within the scope of programs and criteria existing from time to time if such projects directly benefit the James Bay Crees and are justified on the basis of economic criteria. The same provisions shall apply to provincial programs. Applications made by the Corporation under this paragraph shall in no way prejudice the James Bay Crees, the Cree Regional Authority, the Société de développement de la Baie James, the Corporation or other bodies under their control from any right to benefits they may be entitled to receive under existing federal or provincial programs.

JBNQA, par. 28.2.7
A. corr.

28.2.8 Nothing contained herein shall preclude Canada and Québec from making appropriate arrangements for administration and funding of programs in accordance with the general terms and conditions of the Agreement.

JBNQA, subs. 28.2
Compl. A. no. 14, s. 3

28.3 Objects of the James Bay Native Development Corporation

28.3.1 *(Repealed).*

JBNQA, par. 28.3.1
A. corr.
Compl. A. no. 14, s. 3

28.3.2 *(Repealed).*

JBNQA, par. 28.3.2
Compl. A. no. 14, s. 3

28.3.3 *(Repealed).*

JBNQA, par. 28.3.3
A. corr.
Compl. A. no. 14, s. 3

28.3.4 *(Repealed).*

JBNQA, par. 28.3.4
Compl. A. no. 14, s. 3

28.3.5 Nothing in this Section shall be deemed to preclude either the Société de développement de la Baie James or the Cree Regional Authority or its nominee from developing independently any economic venture. The said parties retain the right to operate alone or together with a third party for development purposes.

JBNQA, par. 28.3.5
A. corr.

28.4 Cree Associations

28.4.1 Subject to the positive conclusions of the necessary feasibility studies involving the Crees to the greatest extent possible and to the availability of funds, Canada and/or Québec will assist the Crees with funding and technical advice in establishing, as soon as possible, as described herein :

a) a Cree Trappers' Association;

b) a Cree Outfitting and Tourism Association;

c) a Cree Native Arts and Crafts Association.

28.5 Cree Trappers' Association

28.5.1 As soon as possible, following the execution of the Agreement, feasibility studies respecting the formation of a Cree Trappers' Association shall be undertaken jointly by Canada, Québec and the Cree Regional Authority.

28.5.2 The parties referred to at paragraph 28.5.1 shall examine the possibility of the formation of a Joint Founding Committee involving representation from the Cree communities to assist and participate in the feasibility studies.

28.5.3 The feasibility studies shall involve consultation with individual Cree trappers or groups of trappers within each community.

28.5.4 The feasibility studies shall, if possible, be completed by July 1, 1976.

28.5.5 The feasibility studies respecting the Cree Trappers' Association shall consider and contain recommendations respecting the following matters :

a) A trapline development program including measures respecting camps, communication and travel facilities.

b) Improved trapper capability including measures to increase availability of and sources of funds for equipment, supplies and transportation.

c) Fur marketing and promotion to increase the trappers' returns including fur collection services.

d) Improved biological production including habitat improvement, species rehabilitation and wildlife surveys.

e) Trappers' training programs, courses on fur grading, marketing and fur depot management.

f) Transfer to the Association of appropriate government services and programs related to trapping.

g) Possible development of other sectors of the fur industry.

h) Program management and administration.

i) Physical facilities necessary for the operation of the Association.

j) Objects, funding and administration of the Cree Trappers' Association including inter alia the respective participation of the federal and provincial and Cree governments in funding.

28.5.6 Subject to the results of the feasibility studies and in the event that a Cree Trappers' Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association to the extent possible with funding with respect to its objects including :

a) Programs to be operated by the Cree Trappers' Association.

b) Capital funding for physical facilities in each Cree community as well as central facilities, if necessary, and for loan funds.

c) Costs connected with the operation of the Association.

28.6 Cree Outfitting and Tourism Association

28.6.1 As soon as possible following the execution of the Agreement and subject to the results of the feasibility studies referred to in paragraph 28.4.1 there shall be established a Cree Outfitting and Tourism Association which shall inter alia :

a) Provide marketing, booking and promotion services for Cree outfitting operations.

b) Provide business, management, accounting and professional services for Cree outfitters.

c) Conduct feasibility studies related to establishment or siting of individual outfitting facilities or a network of outfitting facilities.

28.6.2 Subject to the results of the feasibility studies and in the event that a Cree Outfitting and Tourism Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.7 Cree Native Arts and Crafts Association

28.7.1 There is established a Cree Native Arts and Crafts Program which shall include the structures, services, procedures, functions and agencies provided for in this Sub Section.

28.7.2 As soon as possible following the execution of the Agreement subject to the results of the feasibility studies referred to at paragraph 28.4.1 there shall be established a Cree Native Arts and Crafts Association which shall be responsible for and supervise the programs for the development of Native Arts and Crafts and a local Arts and Crafts Committee, in each Cree community.

28.7.3 The Chairman of the each Local Arts and Crafts Committee shall have a seat on the Board of Directors of the Cree Native Arts and Crafts Association.

28.7.4 The Cree Native Arts and Crafts Association shall establish a Cree Central Marketing Service which shall assist individual Crees or Cree communities in the marketing and related services for Cree Arts and Crafts and shall make available to Cree individuals or Cree communities such material or equipment as may be required for the creation of native arts and crafts.

28.7.5 Subject to the results of the feasibility studies and in the event that a Cree Native Arts and Crafts Association is established, Canada, Québec and the Cree Regional Authority, in a proportion to be mutually agreed upon shall assist the Association in its operation and objects.

28.8 Joint Economic and Community Development Committee

28.8.1 There is established the Joint Economic and Community Development Committee (hereinafter referred to as "the Committee") a body for the Cree people, Québec and Canada jointly to review and make recommendations respecting the establishment, expansion, operation and effectiveness of government economic development, community development and other programs related to the economic and social development of the Cree people.

28.8.2 The Committee shall be composed of 9 members. Canada and Québec shall each appoint 2 members and the Cree Regional Authority shall appoint 5 members. The parties shall pay the expenses and remuneration of their own members. The size or composition of the Committee may be altered from time to time by mutual consent of the parties to the Committee.

28.8.3 The specific functions of the Committee shall be, inter alia to :

a) Review and recommend measures concerning governmental services and programs related to promotion of economic and social development including :

i) needs for and the operations and effectiveness of vocational, upgrading and other training programs including receipt of proposals from local or regional authorities for such programs;

ii) the operation, including staff requirements, of job placement and recruitment services;

iii) Cree employment on various government bodies on a priority basis and with respect to Cree priority in the awarding of various project contracts;

iv) business assistance programs, funding management and financial advice.

b) Examine and make recommendations respecting the availability, improvement or modifications of community development programs.

c) Offer to and secure from economic development officers in the communities advice respecting all work related to their functions and involve such officers in the meetings and work of the council.

d) Assist Cree entrepreneurs in obtaining capital, funding and technical expertise.

e) Examine and make recommendations concerning the possibility of the delegation of the administration of government programs to Cree regional or local authorities.

28.9 Training courses, job recruitment and placement

28.9.1 Canada and Québec shall, on proposals from the Cree local governments or Cree Regional Authority, provide, within their budgetary restraints to Cree individuals or groups the full range of training programs or facilities and of job recruitment and placement services they require in order to qualify for jobs created by existing or planned developments in the Territory, and assume the costs of such programs and facilities.

28.9.2 The programs shall be of such nature as to qualify candidates to meet the specific requirements of existing and eventual job and business opportunities in Cree settlements, in the Territory and elsewhere and particularly in the economic sectors related to the associations established and the undertakings contained in this Section.

28.9.3 Québec and Canada shall assure that uniligual Cree candidates who successfully complete training courses shall have the right to be examined either in the Cree language or with the assistance of a translator. Applicants for jobs in the public service will, however, be required to possess sufficient knowledge of one of the two official languages, as may be specified.

28.9.4 All candidates who complete a training program and pass the examination should be assured of either apprentice card certification or official qualification permits so as to qualify to be employed in the field of such training.

28.9.5 The two governments shall maintain the number of offices mutually agreed upon between the James Bay Crees and the governments concerned in or near the Cree communities required for the delivery of manpower programs and services.

JBNQA, par. 28.9.5
A. corr.

28.10 Cree participation in employment and contracts

28.10.1 The number of Cree people employed by government within the Territory and in particular at the senior and management levels shall increase as rapidly as possible given the projected requirements and turnovers of existing staff and the number of Cree candidates subject to pre-required qualifications, experience and training.

28.10.2 With respect to employment in government services, the government shall to the extent possible follow a policy that assures that :

a) The requirements of the Public Service Commission and other requirements for employment in the public service allow qualified Crees access to government jobs.

b) Recruitment shall be done in all Cree communities for any positions open within the government services in the Territory.

c) Vocational, administrative and management training shall be provided to Crees interested in being employed in government services.

d) Cree individuals successfully completing training courses shall be placed in government services to the fullest extent possible.

e) Cree individuals placed in government services and who demonstrate potential shall be given job training and training courses needed for job advancement especially for managerial positions.

28.10.3 For projects initiated or conducted by Canada or Québec or their agencies, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Cree communities the governments shall take all reasonable measures to establish Cree priority in respect to employment and contracts created by such projects :

a) In respect to employment on such projects, Canada and Québec shall, inter alia :

i) interpret requirements for various categories of jobs so that Cree people able to perform the work shall be deemed to be eligible;

ii) advertise available jobs in the Cree Community or in employment offices therein at the same time as such jobs are advertised to the general public;

iii) to the extent permissible under government contract regulations hire a qualified Cree person before hiring a non-Native person for each available job;

iv) provide Cree employees on-the-job training needed for job advancement.

b) In respect to contracts arising from such projects, including requirements that the proponents :

i) design contract packages to provide to the Crees a reasonable opportunity to submit competitive tenders;

ii) post calls for tenders in a public place in all Cree communities on the date on which the general public is made aware of such calls for tenders;

iii) set the date, location, terms and conditions for tendering so that Cree individuals or groups may reply with reasonably ease.

28.10.4 Québec and Canada shall take all reasonable measures, including but not limited to regulations, to establish priority to available and duly qualified local persons or entrepreneurs in respect to contracts and employment created by development in the Territory.

28.11 Community services

28.11.1 Subject to the extent of financial participation possible by Canada, Québec and the Cree communities and to the priorities mutually agreed to by the interested parties at the time annual budgets are discussed and prepared, Québec and Canada shall provide funding and technical assistance for :

a) The construction or provision of a community centre in each Cree community.

b) Essential sanitation services in each Cree community.

c) Fire protection including the training of Crees, the purchase of equipment and, when necessary, the construction of facilities in each Cree community.

28.11.2 Canada and Québec shall provide where appropriate each Cree community with the following programs and personnel :

a) An Economic Development Agent to provide expert business consultation and promotion.

b) Community affairs services including a community worker or workers.

28.11.3 Arrangements may also be made from time to time between the James Bay Crees and the James Bay Municipality in the form of service agreements in order to assist in the establishment of municipal services, or to improve or add to same.

28.12 Assistance to Cree entrepreneurs

28.12.1 Canada and Québec shall, within the scope of services and facilities existing from time to time, provide assistance to Cree individuals or groups to establish, own, operate, expand or modernize business enterprises. Such services shall include assistance for feasibility studies, economic planning, obtaining of permits, job or management training, technical matters, funding equipment, physical plant and operations.

28.12.2 Within Cree settlements emphasis shall be given to enterprises in the service sector which will provide for an identifiable demand and which will create employment for Crees and economic benefits for the economy of the settlement as a whole through significant multiplier effects.

28.12.3 In general, assistance to Cree entrepreneurs shall expand, develop and diversify opportunities for Cree people to participate in and benefit from the economic development of the Territory, and particularly in those sectors where Cree skills and resources may contribute to such overall development, such as service enterprises, resource exploration, construction and maintenance work, and natural resource

enterprises, the purpose of which is to exploit and protect the living and non-living resources of the Territory.

28.12.4 Canada through the Economic Development Program of the Department of Indian Affairs and Northern Development or its successor program shall provide economic and technical assistance to Cree individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory and Québec shall take all reasonable measures to encourage such operations.

28.13 Undertakings concerning research affecting Crees

28.13.1 Subject to the provisions which may apply from time to time, Canada and Québec will advise local Native authorities when undertaking field studies as part of research projects affecting the cultural and social life of the Native people and shall seek their advice as to the best way to carry out these field studies.

28.14 Friendship Centres

28.14.1 Québec and Canada shall continue to the extent possible funding and other assistance for facilities, programs, services and organizations such as Friendship Centres existing or which may exist from time to time outside Cree communities for the purpose of assisting Cree persons residing, working or temporarily in non-native communities or in transit.

28.15 Assistance to Cree local and regional governments and authorities

28.15.1 Canada shall, subject to departmental directives existing from time to time, provide Cree local governments and the Cree Regional Authority CORE with funding for the conduct of their internal administration and other funds to cover administrative costs of governmental programs delegated to the said governments and/or Authority.

JBNQA, par. 28.15.1
A. corr.

28.16 Roads to Cree communities

28.16.1 Negotiations will continue between Canada, Québec and the James Bay Crees to construct and maintain access roads to join the settlements of Eastmain, Paint Hills and Rupert House to the main Fort George - Matagami road.

JBNQA, subs. 28.16
A. corr.

28.17 Other Provisions

28.17.1 For the period from April 1st, 2002 to March 31st, 2052, the Crees shall assume the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement hereinafter set forth and concerning Economic development and Community development:

a) Economic development:

– 28.5 and 24.3.24: Cree Trappers' Association (operation and programs);

– 28.6: Cree Outfitting and Tourism Association (operation);

– 28.7: Cree Native Arts and Crafts Association (operation and programs);

– 28.11.2 a): an Economic Development Agent per community;

– 28.12: assistance to Cree Entrepreneurs.

b) Community development:

– 8.8.2: supply of electricity to isolated northern communities (by Hydro-Québec) in respect to Waskaganish and Whapmagoostui, subject to Hydro-Québec maintaining the current arrangements as to the supply of electricity to Whapmagoostui and subject to the connection by Hydro-Québec to the Hydro-Québec network of Waskaganish within five (5) years hereof and of Whapmagoostui as soon as possible as provided in a separate agreement between Hydro-Québec and the Cree Regional Authority;

– 8.14.2: encouragement by the Société d'énergie de la Baie James and Hydro-Québec of training programs for the Crees;

– 8.14.3: study by the Société d'énergie de la Baie James and Hydro-Québec of the implementation of a training program for the Crees;

– 28.9.1, 28.9.2, 28.9.5: training programs or facilities, offices, job recruitment and placement services;

– 28.11.1 a): community centre in each Cree community;

– 28.11.1 b): essential sanitation services in Cree communities;

– 28.11.1 c): fire protection including training, equipment and facilities;

– 28.11.2 b): community affairs services;

– 28.14: assistance for friendship centres outside communities;

– 28.16: construction of access roads for Eastmain, Wemindji and Waskaganish (but not the maintenance of these roads which will continue to be assumed by the governments).

JBNQA, par. 28.17.1
A. corr.
Compl. A. no. 14, s. 5

28.17.2 For the period from April 1st, 2002 to March 31st, 2052, Québec shall pay to the Recipient of Funding designated by the Grand Council of the Crees (Eeyou Istchee), on behalf of the James Bay Crees, an annual amount so that the James Bay Crees may assume for that period the obligations of Québec, Hydro-Québec and la Société d'énergie de la Baie James to the Crees under the provisions of the James Bay and Northern Québec Agreement set forth in paragraph 28.17.1 and concerning Economic development and Community development.

Compl. A. no. 14, s. 5

28.17.3 This annual payment from Québec for the first three (3) Financial Years shall be as follows:

a) for the 2002-2003 Financial Year: twenty-three million dollars ($23 million);

b) for the 2003-2004 Financial Year : forty-six million dollars ($46 million);

c) for the 2004-2005 Financial Year: seventy million dollars ($70 million).

Compl. A. no. 14, s. 5

28.17.4 For each subsequent Financial Year between April 1st, 2005 and March 31st, 2052, the annual payment from Québec shall be the higher of the two following amounts:

a) Seventy million dollars ($70 million); or

b) an amount corresponding to the indexed value of the amount of seventy million dollars ($70 million) as of the 2005-2006 Financial Year in accordance with a formula agreed to between Québec and the James

Bay Crees under Chapter 7 of the Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec dated February 7th, 2002.

Compl. A. no. 14, s. 5

28.17.5 The provisions of this Sub-section do not affect nor are they intended to affect in any manner the obligations and commitments of Canada in this Agreement including those set out in Sections 8 and 28 hereof.

Compl. A. no. 14, s. 5

JBNQA, subs. 28.17
Compl. A. no. 14, s. 5

28.18 Legislation

28.18.1 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

SECTION 29

Economic and Social Development – Inuit

29.0.1 There is established a series of Native Economic Development Programs in favour of the Inuit of Québec which shall operate in accordance with the rights, obligations, terms and conditions established by and in accordance with this Section.

29.0.2 Programs, funding and technical assistance presently provided by Canada and Québec, and the obligations of the said governments with respect to such programs and funding shall continue to apply to the Inuit of Québec on the same basis as to other Indians and Inuit of Canada in the case of federal programs, and to other Indians in Québec in the case of federal programs, and to other Indians in Québec in the case of provincial programs, subject to the criteria established from time to time for the application of such programs, and to general parliamentary approval of such programs and funding.

The foregoing terms, conditions, obligations and criteria will apply to all federal programs referred to in this Section.

JBNQA, par. 29.0.2
A. corr.

29.0.3 Subject to paragraph 29.0.2, Canada and Québec shall continue to assist and promote the efforts of the Inuit of Québec and more specifically undertake, within the terms of such programs and services as are established and in operation from time to time, to assist the Inuit of Québec in pursuing the objectives set forth herein in paragraphs 29.0.4 to 29.0.43.

JBNQA, par. 29.0.3
A. corr.

29.0.4 The administration of the federal and provincial programs referred to in paragraphs 29.0.2 and 29.0.3 shall, to the fullest extent possible, be assumed by the Regional Government or the municipalities whenever appropriate, and when accepted by the parties directly concerned.

29.0.5 A program of support is established for Inuit hunting, fishing and trapping (hereinafter referred to as “the program”), to guarantee a supply of hunting, fishing and trapping produce to Inuit who are disadvantaged and who cannot hunt, fish and trap for themselves or otherwise obtain such produce.

29.0.6 The program shall also facilitate

a) exchanges of hunting, fishing and trapping produce among Inuit communities, in accordance with existing laws;

b) access to remote hunting, fishing and trapping areas; and

c) conduct of search and rescue operations for the benefit of Inuit hunters, fishermen and trappers in the Territory.

29.0.7 The funding of the program shall be the exclusive responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

29.0.8 The program shall commence as soon as possible after the execution of the Agreement, if existing laws and regulations permit; otherwise it shall be established as soon as possible after the coming into force of the Agreement.

29.0.9

a) Each Inuit shall be entitled to one (1) hunter, fisherman and/or trapper (based on the present number of communities, this would mean thirteen (13) hunters, fishermen or trappers);

b) in addition, the Inuit of Québec shall be entitled to an additional number of hunters, fishermen and/or trappers equal to one (1) to one hundred (1%) of the total Inuit population domiciled or ordinarily resident in the Territory. (Based on the present estimated population of 4,000 persons, until the first official census, this would mean forty (40) additional hunters, fishermen and/or trappers).

29.0.10 The Regional Government must make ordinances for the purposes of the program :

a) to determine qualifications and employment criteria for hunters, fishermen and trappers;

b) to determine the working conditions, working hours and periods of work of hunters, fishermen and trappers, provided there shall be at all times not less than forty (40) and not more than sixty-five (65) hunters, fishermen and/or trappers employed under the program;

c) to regulate leave of absence, suspensions and dismissal of hunters, fishermen and trappers;

d) subject to the provisions of paragraph 29.0.9 and of sub-paragraph b) of this paragraph, to determine the number of hunters, fishermen and trappers posted in each Inuit community;

e) to establish hunting, fishing and trapping produce quotas subject to the provisions governing the Hunting, Fishing and Trapping Regime; and

f) to establish and maintain hunter, fishermen and trapper training and development programs.

Pending the establishment of the Regional Government, such powers shall temporarily be exercised by the interim joint committee established under paragraph 29.0.33.

29.0.11 Subject to the provisions of paragraph 29.0.10 the councils of the municipal corporations shall, by resolution, select and employ competent hunters, fishermen and trappers to carry out the program properly and see to the application of the leave of absence, suspension and dismissal ordinances.

Pending the establishment of the municipalities, such powers shall temporarily be exercised by the community council in each Inuit community.

29.0.12 For the purposes of the program, the annual period shall commence on January 1 of each year.

29.0.13 The Regional Government shall prepare and adopt each year the necessary budget for the operation of the program.

Such budget shall be submitted to the council not later than the 15th of July at a special meeting called for such purpose. Such meeting shall be adjourned as often as necessary and shall not be closed until the budget is adopted.

Such budget, together with certified copies of all supporting documents shall be transmitted to Québec in the month of August of the year in which it is prepared.

29.0.14 For each annual period and in accordance with the budget, Québec shall remit to the Regional Government, in two (2) equal instalments, one (1) at the beginning of January and the other at the beginning of July, the following amounts :

a) to ensure yearly salaries to the hunters, fishermen and trappers mentioned in paragraph 29.0.9, an amount based on an initial average yearly salary of $9,000.00 for each hunter, fisherman and/or trapper; such amount shall only be used to cover the salaries and statutory deductions of hunters, fisherman and trappers. (Based on the present statistics given in paragraph 29.0.9 this would mean a total expenditure of $477,000.);

b) to meet the expenses relating to the objectives of paragraph 29.0.6, a per capita subsidy of $10.00 for each Inuk domiciled or ordinarily resident in the Territory. (Based on the present statistics this would mean an amount of $40,000.);

c) for the administration of the program, an amount equal to 10% of the total amounts received under sub-paragraphs a) and b) of this paragraph. (Based on the present statistics this would mean an amount of $51,700.).

29.0.15 In order to provide for the initial setting up of the program, Québec shall remit, to the Regional Government, at the beginning of each month, 1/12 of the amount payable under sub-paragraph c), of paragraph 29.0.14. (Based on the present statistics, this would mean a monthly instalment of $4,308.33.).

JBNQA, par. 29.0.15
A. corr.

29.0.16 The amounts mentioned in sub-paragraphs a), b), and c) of paragraph 29.0.14 shall be indexed annually according to the increase in the cost of living in Québec as supplied by Statistics Canada.

29.0.17 A detailed report of the operations and of the utilization of all amounts received during any annual period of the program shall be transmitted to Québec at the end of any such period.

29.0.18 Québec shall have the right to verify or audit all procedures, books and documents tending to inform it of the fulfillment of the requirements of paragraphs 29.0.5 to 29.0.23 and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

29.0.19 The Regional Government must make ordinances for the purposes of the program :

a) to establish eligibility criteria for the distribution of hunting, fishing and trapping produce to Inuit who are disadvantaged and who cannot hunt, fish and trap for themselves or otherwise obtain such produce; subject to the provisions of sub-paragraph b) of this paragraph, the distribution of hunting, fishing and trapping produce shall be made locally under the supervision of the council of the municipal corporation, and

b) to facilitate exchanges of hunting, fishing and trapping produce among Inuit communities according to needs and in accordance with existing laws.

Pending the establishment of the Regional Government and of the municipalities, the powers of the Regional Government shall temporarily be exercised by the interim joint committee established under paragraph 29.0.33 and the powers of the municipality by the community council in each Inuit community.

29.0.20 This program shall not prejudice or impair the eligibility of Inuit for other existing or future government programs, federal or provincial, including programs of guaranteed minimum income. Such eligibility shall depend upon the criteria established for such programs.

29.0.21 Québec and the Regional Government shall from time to time review the operation of the program, procedures and benefits established by and in accordance with paragraphs 29.0.5 to 29.0.23. Subject to consultation with the Regional Government, Québec may make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section, including more particularly the provisions of paragraph 29.0.14.

29.0.22 Pending the establishment of the Regional Government, the program shall be administered by, and the amounts mentioned in sub-paragraphs a), b) and c) of paragraph 29.0.14 shall be paid to the interim joint committee established under paragraph 29.0.33.

29.0.23

a) Forthwith upon the execution of the Agreement, there shall be a joint research program conducted by the Northern Québec Inuit Association or its nominee and Québec to establish the present level of community equipment owned by or available to the Inuit and necessary for the adequate carrying out of the support program for Inuit hunting, fishing and trapping as outlined in paragraphs 29.0.5 to 29.0.23.

b) Where a need is proven, Québec will consider within its budgetary limits the possibility to supply the respective Inuit communities with community equipment sufficient to ensure the adequate conduct of hunting, fishing and trapping and related activities. It is acknowledged that in some cases there may be joint funding by the Inuit and Québec for the provision of such community equipment. Such a joint arrangement shall not preclude the use of existing or future Federal program funds.

c) In the provision of such community equipment, the Government of Québec shall recognize and allow to the maximum extent possible for the unique conditions of hunting, fishing and trapping and related activities in the North, taking into account, in budgeting for the development and operating of the support program established under paragraph 29.0.5 to 29.0.23 the disproportionate impact of northern costs, including transportation, construction and fuel costs.

29.0.24 The functions, powers and duties of the Regional Government shall be to receive proposals from the municipalities for vocational training programs and to advise the responsible federal and provincial authorities :

a) on all matters pertaining to the effective utilization and development of manpower resources in the Territory;

b) on all measures deemed appropriate to facilitate vocational training, placing in employment, reclassification, retraining, rehabilitation, change of employment and mobility of manpower;

c) on all matters dealing with qualitative and quantitative manpower requirements and the preparation and co-ordination of training programs; and

d) on all measures to ensure the establishment of employment bureaus in the Territory to provide qualified Inuit with access to the positions for which they are qualified; such bureaus, to the fullest extent possible, shall be staffed by Inuit.

29.0.25 Canada and Québec shall, on proposals from the Regional Government, provide, in accordance with criteria established from time to time, to Inuit individuals or groups the full range of training programs and facilities they require in order to qualify for jobs created by existing or planned developments in the Territory.

Such programs shall be designed to qualify candidates to meet the requirements of existing and eventual jobs and business opportunities in the Territory.

All costs of such programs and facilities shall be assumed by Canada and Québec.

29.0.26 When not inconsistent with existing laws or contrary to necessary requirements, considering the type of work or function contemplated and the verbal or written communication it shall normally demand, Canada and Québec shall adopt measures for unilingual Inuit candidates who complete training courses to be examined either in Inuttituut or with the assistance of a translator and/or interpreter so as to be entitled to apprentice card certification or official qualification permit qualifying for employment in the field of such training.

29.0.27

a) In view of the urgent need for qualified Inuit at every level of employment and administration, there shall be forthwith upon the execution of the Agreement an interim joint committee to coordinate the federal and provincial agencies currently involved in manpower and training programs available to the Inuit and which shall hand over its coordinating responsibilities to, and upon the request of the Regional Government.

b) The committee shall be composed of six (6) members : two (2) members shall be appointed by the Northern Quebec Inuit Association or its nominee, two (2) members by Canada and two (2) members by Québec.

c) The committee shall decide its procedure and internal management.

d) In the event no money is available form Québec under existing provisions, Québec shall provide funding to cover lodging and meals and travel expenses of the two (2) Inuit representatives on the committee. In addition, the said Inuit representatives shall receive a per diem allowance as indemnity for loss of income they suffer as a result of discharging their duties on the committee. Such allowance shall take into account the prevailing conditions in the Territory as well as the following :

i) meetings shall be scheduled whenever possible to avoid conflict with the remunerated work of the Inuit representatives and to take advantage of convenient or inexpensive transport;

ii) if, in spite of the foregoing, individual Inuit representatives suffer loss of income, the committee may indemnify such representatives for such loss, upon application therefor and where :

1. the representative normally resides in a community other than that in which the meeting is held; and

2. the representative is either fully employed or employed under conditions which preclude continuation of remuneration during time absent to attend such meetings; and

3. loss of remuneration is clear and unequivocal rather than potential.

29.0.28 The number of Inuit people employed in the services of Canada and of Québec and more particularly at the senior and management levels, shall increase as rapidly as possible, subject to pre-required qualifications, experience and training.

29.0.29 Canada and Québec shall, in consultation with the Regional Government, develop a plan for the training and employment of Inuit staff within the bureaucracy of the Territory, based on projected requirements and turnover of existing staff.

29.0.30 To accomplish this goal, Canada and Québec shall follow a policy that assures that :

a) administrative and management training shall be provided to Inuit interested in being employed in federal or provincial government services;

b) Inuit individuals successfully completing training courses shall be placed in federal or provincial government services to the fullest extent possible;

c) selected Inuit individuals placed in federal and provincial government services shall be given job training and training courses needed for job advancement especially for managerial positions; and

d) whenever they advertise for openings within or specifically related to the Territory such advertisements shall also be adequately made in the Inuit communities.

JBNQA, par. 29.0.30
A. corr.

29.0.31 For projects initiated or conducted by Canada or Québec or their agents, delegates, or contractors, and for projects by any proponent a major purpose of which is to provide goods or services to or for the benefit of Inuit communities the governments shall take all reasonable measures to establish Inuit priority in respect to employment and contracts created by such projects :

a) In respect to employment on such projects, Canada and Québec shall inter alia :

i) interpret requirements for various categories of jobs so that Inuit people able to perform the work shall be deemed to be eligible;

ii) advertise available jobs in the Inuit community or in employment offices therein at the same time as such jobs are advertised to the general public;

iii) to the extent permissible under government contract regulations hire a qualified Inuit person before hiring a non-Native person for each available job;

iv) provide Inuit employees on-the-job training needed for job advancement.

b) In respect to contracts arising from such projects, including requirements that the proponents :

i) design contract packages to provide to the Inuit a reasonable opportunity to submit competitive tenders;

ii) post calls for tenders in a public place in all Inuit communities on the date on which the general public is made aware of such calls for tenders;

iii) set the date, location, terms and conditions for tendering so that Inuit individuals or groups may reply with reasonable ease.

29.0.32 Similar measures shall be applied as far as possible to non-government contracts and development in the Territory.

29.0.33

a) Forthwith upon the execution of the Agreement, there shall be established an interim joint committee to coordinate the federal and provincial programs of socio-economic development available to the Inuit of Québec under this Section.

b) Sub-paragraphs b), c) and d) of paragraph 29.0.27 shall apply, *mutatis mutandis*, to this paragraph.

It is understood that the amounts mentioned in sub-paragraph 29.0.27 d), when requested under sub-paragraph b) of this paragraph, may be part of an overall administration fund provided by Québec.

JBNQA, par. 29.0.33
A. corr.

29.0.34 The functions and powers of the committee shall be :

a) to review the status of those government programs of economic and social development applicable to the Inuit of Québec in the Territory;

b) on the basis of this review, to recommend to Canada and Québec feasibility studies in those areas where there is an apparent need;

c) to review the feasibility studies and recommend the application of existing programs or, where necessary, their adaptation; in the absence of existing facilities, to recommend the creation of new programs.

29.0.35 The sectors of activity encompassed within the review and feasibility studies shall include :

a) programs to improve the viability and the quality of Inuit fur trapping;

b) programs to improve the viability and quality of Inuit arts and crafts industry;

c) programs to enhance Inuit participation in the tourist industry, including tourist and outfitting camps and related facilities;

d) programs to improve Inuit participation in the service industries;

e) programs of economic and technical assistance to Inuit individuals, groups or communities who wish to establish, own or operate commercial fisheries operations in the Territory; and

f) inventory of community services and infra-structure needs.

29.0.36 Canada and Québec shall, together with the respective Inuit communities, undertake, as soon as possible, and in accordance with the funds available, studies respecting the establishment of seaplane bases and public wharfs, airstrips, navigational aids and docking facilities, including access roads and streets in each community. Such studies shall involve the Regional Government as soon as it is established.

29.0.37 The Regional Government shall serve as a consultative body through with Canada and Québec may exchange information with a view to encouraging Inuit enterprises related to the utilization of natural resources in the Territory and the promotion of training and placement of Inuit personnel in order that they may participate fully in the economic benefits from resources development in the Territory.

29.0.38 The Regional Government may make recommendations to Canada and Québec respecting assistance to Inuit entrepreneurs in obtaining capital, funding and technical expertise in the areas of mineral exploration, prospecting, obtaining of claims and related activities.

29.0.39 Canada and Québec shall support Inuit entrepreneurs by providing them with technical and professional advice and financial assistance.

29.0.40 The existing provision of housing, electricity, water, sanitation and related municipal services to Inuit shall continue, taking into account population trends, until a unified system, including the transfer of property and housing management to the municipalities, can be arranged between the Regional Government, the municipalities and Canada and Québec.

29.0.41 Following the execution of the Agreement, the Department of Indian Affairs and Northern Development shall decide the allocation of Inuit houses in consultation with the Inuit of Québec. This arrangement will continue until the program is transferred.

29.0.42 The Agreement guarantees that the Inuit of Fort George shall receive new housing for all families under either the Indian or the Northern housing schemes. The Inuit housing shall be provided according to not less than the population ratio of the Cree and Inuit of Fort George and concurrent with the provisions of Cree housing.

29.0.43 Subject to the provisions which may apply from time to time, Canada and Québec will advise local Native authorities when undertaking field studies as part of research projects affecting the cultural and social life of the Native people and shall seek their advice as to the best way to carry out these field studies.

29.0.44 The provisions of this Section can only be amended with the consent of Canada and the interested Native party, in matters of federal jurisdiction, and with the consent of Québec and the interested Native party, in matters of provincial jurisdiction.

Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec in matters of provincial jurisdiction, and by Parliament in matters of federal jurisdiction.

JBNQA, par. 29.0.44
A. corr.

SECTION 30

Economic Security Program for Cree Hunters

(Section 30 of the JBNQA, as amended by Complementary Agreement no. 15, was replaced in its entirety by section 1 of Complementary Agreement no. 27.)

30.1 Definitions

"Beneficiary unit" "*Unité de prestataires*" shall mean: A family or an unattached individual eighteen (18) years of age or over.

"Community improvement program" "*Programme de perfectionnement communautaire*" shall mean: A project authorized by the local government designed to improve the living conditions in the Cree community and funded by government programs or community funds.

"Consorts" "*Conjoints*" shall mean: Two persons of the opposite sex or of the same sex who, taking into account Cree custom, are married or live together in a *de facto* union.

"Dependent child" "*Enfant à charge*" shall mean: An unmarried child, whatever his or her filiation and taking into account established Cree custom, who depends for his or her support upon the head of family for the greater part of the year or while in the bush and who:

a is less than eighteen (18) years of age;

b is eighteen (18) years of age or older and is attending on a full time basis secondary school in the regular stream; or

c is eighteen (18) years of age or older, is handicapped and is not receiving financial support or assistance in respect of his or her handicap.

"Disaster" "*Désastre*" shall mean: An event such as a flood or a forest fire, whatever the cause, resulting in one or more beneficiary units being required to reduce their harvesting and related activities on a scale determined to be significant by the Board.

"Enrolled" "*Inscrit au programme*" shall mean: Having one's name on the definitive list referred to at sub-paragraph 30.5.10 d).

"Family" "*Famille*" shall mean: Taking into account established Cree custom, consorts with or without a dependent child or an adult with one (1) or more dependent children.

"Far Harvesting Region" "*Région d'exploitation éloignée*" shall mean: a region recognized as such specifically for the purpose of the program by Québec and the Cree Nation Government and which is depicted on a map forming part of Schedule I to this Section or on a modified map referred to at paragraph 30.4.12.

"Harvesting and related activities" "*Activités d'exploitation ou activités accessoires*" shall mean:

a in the case of harvesting activities, all activities involved in the exercise of the right to harvest as provided in Section 24 excluding commercial fishing;

b in the case of related activities:

i) activities associated with harvesting activities, traditionally carried out by women, or

ii) activities commonly practiced by those who also practice harvesting activities, including, *inter alia*:

1) making or repairing equipment used in hunting, fishing and trapping activity;

2) preparation of food supplies, clothing, habitations, materials, equipment and land improvements necessary for harvesting activities;

3) picking and processing wild berries;

4) processing, transportation and marketing of the products of harvesting activities;

5) making of handicrafts from products of harvesting within the household;

6) remedial works, protection and enhancement of wildlife;

7) surveys or management of wildlife to assist harvesting activity;

8) transportation to and from bush camps and harvesting sites;

9) the work carried out as a member of a Local Economic Security Program Committee, not exceeding ten (10) days per year;

10) time spent in a mandatory course for firearm use not exceeding three (3) days per year;

11) organized traditional way of life activities, as defined by the Board.

"Head of beneficiary unit" "*Chef de l'unité de prestataires*" shall mean: A head of family or an unattached individual.

"Head of family" "*Chef de famille*" shall mean: The member of the family who is a Cree beneficiary and who habitually participates the most actively in harvesting and related activities.

"Local Economic Security Program Committee" "*Comité local du programme de sécurité économique*" shall mean: A local committee contemplated by paragraph 30.5.16.

"Sickness" "*Maladie*" shall mean: A state resulting from illness or injury that prevents the conducting of harvesting or related activities.

"Time conducting harvesting and related activities" "*Temps consacré aux activités d'exploitation ou activités accessoires*" shall mean: A number of days calculated as the total of:

a) the number of days spent away from permanently occupied settlements conducting harvesting and related activities computed so as to include the number of days from each date of departure from such settlement to each date of return to such settlement inclusive, and including single days a major portion of the daylight part of which was spent away from permanently occupied settlements conducting harvesting and related activities; and

b) the number of days spent in such settlement and actually spent in the conduct of harvesting and related activities.

"Time spent in salary or wage employment" "*Temps consacré à un emploi salarié ou rémunéré*" shall mean: The number of days spent in work that is not a harvesting or related activity and for which the individual received salary or wage.

"Transfer payment programs" "*Programmes de paiement de transfert*" shall mean: Family and youth allowances, government old age security pensions, veterans' pensions and allowances, individual and/or family assistance programs, mother's allowances, manpower training allowances, payments to the blind or disabled, guaranteed income supplement for the aged, and other such programs as may exist from time to time, whether established or funded by Québec or Canada.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2 General Provisions

30.2.1 An income security program (herein referred to as "the program") to provide a guarantee and benefits and other incentives for Cree people who wish to pursue harvesting activities as a way of life is established by and in accordance with this Section.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.2 The funding of the program established by and in accordance with this Section shall be the responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.3 Subject to and in accordance with the provisions of Sub-Section 30.8, the program shall be at least as generous as any individual and/or family assistance program of general application, including any guaranteed annual income program, that may be established or exist from time to time in Québec whether such program is established or funded by Québec or Canada. This program must also offer advantages at least as generous as those granted under any maternity benefit program of general application in Québec.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.4 Notwithstanding anything in this Section, every Cree person shall have the right to benefit, if eligible under such programs, from any transfer payment, workmen's compensation, employment insurance programs, Québec and Canada Pension Plans and other social insurance programs existing from time to time in Québec, whether established and funded by Québec or Canada.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.5 A person benefiting from the program shall not be entitled to combine the benefits from the program with benefits from individual and/or family assistance programs or guaranteed annual income

programs of general application existing from time to time in Québec, provided that such person, if eligible, may elect from time to time to benefit from such programs in place of the program.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.6 The payments made pursuant to Sub-Section 30.4 shall be offset against benefits payable for the same period under any individual and/or family assistance program, guaranteed income supplement for the aged or guaranteed annual income programs of general application existing from time to time in Québec.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.7 Payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units in the manner provided in this Section.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.8 The program shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people, and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.9 The program shall ensure that as an alternative to transfer payments or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.2.10 The establishment whether by Québec or Canada of guaranteed annual income programs of general application shall not prejudice the rights and guarantees under the program in favour of the Crees established by and in accordance with this Section. However, beneficiaries under the program shall not be entitled to benefit from more than one (1) such program at the same time, at their option.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3 The Right to Benefit and Eligibility

I. Eligibility

30.3.1 Every Cree person eligible pursuant to Section 3 of the Agreement and ordinarily resident in Québec shall have the right to benefit under the program provided such person is eligible in accordance with the terms and conditions set forth in this Section.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.2 Eligibility to benefits under the program for a beneficiary unit who is submitting a first application for eligibility to the program requires that the head of the beneficiary unit has declared in writing his or her intention to pursue harvesting activities as a way of life for the coming year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.3 Eligibility to benefits under the program for a beneficiary unit who is submitting a request for reenrolment to the program after an absence from the program of at least one (1) full program-year requires that the head of the beneficiary unit has declared in writing his or her intention to pursue harvesting activities as a way of life for the coming year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.4 Except in the cases provided for at paragraphs 30.3.2 and 30.3.3, eligibility to benefits under the program shall be determined in the manner provided in this paragraph. The following beneficiary units shall be eligible:

a) any beneficiary unit the head of which in the preceding year spent more time conducting harvesting and related activities than time spent in salary or wage employment, excluding, both in the case of harvesting and related activities and salary and wage employment, time spent in guiding, outfitting or commercial fishing or in receipt of employment insurance, workmen's compensation, or manpower training allowances, provided that the head of such beneficiary unit spent at least one hundred and twenty (120) days conducting harvesting and related activities of which at least ninety (90) days were spent away from the settlement conducting such activities;

b) any beneficiary unit which in the preceding year derived the greater part of its earnings, excluding earnings from guiding, outfitting or commercial fishing, from harvesting and related activities;

c) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and a member of which in the preceding year suffered from sickness or was the victim of an accident during the exercise of harvesting and related activities which, in either case, resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

d) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and a member of which in the preceding year was the victim of an accident during seasonal employment as a result of which he or she became eligible for workmen's compensation and which also resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

e) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and the head of which in the preceding year was forced to abandon or diminish his or her harvesting and related activities as a result of government action, development activities, or in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under sub-paragraph a) or b);

f) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which in the current year is not eligible under sub-paragraph a) or b) as a result of the head of such

beneficiary unit having been engaged in a manpower, upgrading, training or other self-improvement program in the preceding year;

g) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which in the current year is not eligible under sub-paragraph a) or b) as a result of the head of such beneficiary unit having been engaged in temporary employment on a community improvement program or project during the preceding year;

h) any beneficiary unit which, in the preceding year, was eligible under sub-paragraph a) or b), and whose head during the preceding year was unable to participate in harvesting and related activities as a result of her pregnancy, its effects, or care of her infant, making the beneficiary unit ineligible under sub-paragraph a) or b);

i) any beneficiary unit which, in the preceding year, was eligible under sub-paragraph a) or b), and whose head during the preceding year had taken a leave of absence from harvesting and related activities as a result of his or her consort's pregnancy, the effects of that pregnancy or the care of the infant, making the beneficiary unit ineligible under sub-paragraph a) or b);

j) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and which during the preceding year qualified under the terms of paragraph 30.3.10 to receive benefits by virtue of the semi-active status; and

k) any beneficiary unit which in the preceding year was eligible under sub-paragraph a) or b) and whose head during the preceding year was unable to participate in harvesting and related activities as a result of sickness or disaster making the beneficiary unit ineligible under sub-paragraph a) or b).

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.5 In the case of beneficiary units eligible under sub-paragraphs c), d), e), f), g), j) and k) of paragraph 30.3.4, such beneficiary units shall be considered eligible and shall have the right to receive the benefits provided under the program applicable to such beneficiary units in the current year and subsequent year subject to any restrictions provided in the program and, notwithstanding paragraph 30.2.5, the members of such beneficiary units shall have the right to receive any other transfer payments, workmen's compensation or employment insurance benefits or Québec or Canada Pension Plan benefits for which they may be eligible during such period.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.6 A beneficiary unit shall continue to be eligible to receive benefits under the program during the current year in spite of the death of the head of the beneficiary unit.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.7 The Board or a local committee may advise a person eligible under the program to leave the program for reasons of health or security or, if such person appears eligible, to apply to benefit from appropriate measures provided through the program.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.8 Harvesting or related activities may be replaced for the purpose of the eligibility of a beneficiary unit, by land development activities, to the extent and on the conditions determined by the Board after a specific activity has been the subject of a decision of the Minister, pursuant to a recommendation of the Board, to the effect that it be considered as a land development activity.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

II. Semi-Active Status

30.3.9 The head of a beneficiary unit who wishes to reduce his or her harvesting or related activities or who for medical reasons must reduce those activities may request that the beneficiary unit be designated as semi-active.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.10 A beneficiary unit may avail itself of semi-active status provided that the head of the beneficiary unit:

a) has no medical impediment to continue to conduct harvesting and related activities for a period of at least twenty (20) days and at least 50% of any such period away from a settlement;

b) has been enrolled in the program, as head of a beneficiary unit or as consort, for at least fifteen (15) years including the five (5) years immediately preceding the application respecting semi-active status;

c) is of an age that if added to the number of years he or she has been enrolled in the program, the total is at least eighty (80); and

d) continues to spend more time during the year conducting harvesting and related activities than time in salary or wage employment within the meaning of sub-paragraph 30.3.4 a).

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.3.11 When a beneficiary unit decides to maintain its eligibility under the program as a semi-active beneficiary unit, this decision is thereafter binding on both the head of the beneficiary unit and the consort except in the following cases:

a) if the head of a beneficiary unit dies, the surviving consort who does not meet the requirements of sub-paragraph 30.3.10 c) may either:

i) choose to continue his or her enrollment in the program as head of a beneficiary unit benefiting from semi-active status for a maximum period of five (5) years provided that he or she remains in compliance with sub-paragraphs 30.3.10 a) and d), or

ii) as of the year following the death, renounce the semi-active status and instead choose to enroll in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years;

b) if the consort of the head of a beneficiary unit dies, the head of the beneficiary unit may renounce the semi-active status and instead request for the subsequent year to be enrolled in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years; and

c) in the case of divorce or separation affecting a beneficiary unit, the consort who does not meet the requirements of sub-paragraph 30.3.10 c) may either:

i) choose to continue his or her enrollment in the program as head of a beneficiary unit benefiting from semi-active status for a maximum period of five (5) years provided that he or she remains in compliance with sub-paragraphs 30.3.10 a) and d), or

ii) as of the year following that of the separation or divorce, renounce the semi-active status and instead request to be enrolled in the program as head of a beneficiary unit other than a semi-active one, without having to meet for that year the eligibility requirements applicable under paragraphs 30.3.4 to 30.3.8; however, he or she will have to meet such requirements for the subsequent years.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4 Calculation of Benefits

I. General

30.4.1 The benefits under the program shall be calculated annually as provided for in this Sub-Section taking into consideration:

a) the extent of harvesting and related activities of such beneficiary unit;

b) the harvesting region where the beneficiary unit conducted harvesting and related activities;

c) the composition and size of the beneficiary unit eligible to benefit under the program;

d) the amount of income during the twelve (12) month reference period established in a by-law taken by the Board; and

e) the allowance paid for mentoring.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

II. Economic Security

30.4.2 A beneficiary unit is entitled to the total of the amounts calculated in accordance with the present Sub-Section if the total outside income of the beneficiary unit does not exceed an amount equivalent to thirty-five thousand dollars ($35,000.00) per adult and two thousand dollars ($2,000.00) per dependent child. If the outside income exceeds the amount stipulated above, the total amount of benefits that would be payable to the beneficiary unit in accordance with the calculation under the present Sub-Section is reduced by an amount equivalent to the one of outside income in excess.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.3 For the purposes of this Sub-Section, the words "outside income" shall not refer to amounts received by the beneficiary unit as benefits or as replacement benefits under Sub-Section 30.4. "Outside income" refers to an amount equal to the sum of:

a) the income of the beneficiary unit from the sale of furs in excess of nineteen thousand nine hundred and ninety-seven dollars ($19,997.00) or such greater amount or amounts as may be determined by the Board;

b) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph a); and

c) all other net income or salary from any other sources received by the members of the beneficiary unit except the net income received by a dependent child supplementary to his or her studies and not exceeding five thousand seven hundred and forty-nine dollars ($5,749.00), payments received by the beneficiary unit in respect of child care, family allowances, old age security pensions and guaranteed income supplements, payments under individual and/or family assistance programs, amounts received by a beneficiary unit as compensation as a result of hydroelectric, mining or forestry development and that does not constitute a salary or income replacement, and any other income, salary or subsidy established by the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

III. Daily Allowance

30.4.4 With respect to payment of daily allowances:

a) every beneficiary unit is entitled to receive a daily allowance in an amount of seventy-five dollars and fifty cents ($75.50) per adult for every day spent by the adult in the bush in harvesting or related activities, for every day not exceeding three (3) days per year, during which the adult attended a mandatory course for firearms use and for every day during which the adult carried out land development activities referred to at paragraph 30.3.8, except:

i) days for which the head of the beneficiary unit receives a salary for such activities,

ii) days for which the head of the beneficiary unit receives employment insurance or manpower training allowances,

iii) days for which the head of the beneficiary unit receives benefits under a statute as compensation replacing income, or

iv) days for which the head of the beneficiary unit receives a salary for work other than harvesting or related activities; and

b) in cases where a consort receives benefits, allowances or a salary referred to in sub-paragraph a), the beneficiary unit is not entitled to receive, for this consort, the daily allowance referred to in sub-paragraph a) for any day in respect of which the consort receives such benefits, allowances or salary.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.5 The maximum number of days in a year for which a beneficiary unit may receive the amount provided in paragraph 30.4.4 is two hundred and forty (240) days for each adult in the beneficiary unit except:

a) in the case of a beneficiary unit accepted for a first time to the program, the maximum number of days in that first year is one hundred and twenty (120) days for each adult;

b) in the case of a beneficiary unit accepted after an absence from the program of at least one (1) full program-year, the maximum number of days in the first year following that absence is one hundred and twenty (120) days for each adult;

c) in the case of a beneficiary unit whose head spends the major part of his or her time carrying out harvesting and related activities within a fifty (50) kilometer radius of the establishment which is the usual residence location of the beneficiary unit, the maximum number of days is one hundred and sixty (160) for each adult; or

d) in the case of a beneficiary unit admitted to the semi-active status under paragraph 30.3.10, the maximum number of days is one hundred and nineteen (119) for each adult.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.6 For the purpose of sub-paragraph 30.4.5 c):

a) the application of the maximum does not apply if the region is listed as a far harvesting region as provided in paragraphs 30.4.11 and 30.4.12; and

b) the application of the maximum is dependent on the harvesting region where the head of the beneficiary unit spends the most time during the year carrying out harvesting and related activities even though the head may also use, occasionally during the same year, other sectors located farther away.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.7 The Board may, at the request of the head of the beneficiary unit, determine that the one hundred and sixty (160) days maximum per adult does not apply to the beneficiary unit for any given year in the case where the Board is of the opinion that a region located within the fifty (50) kilometer

radius offers major difficulty of access. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.8 After the provisions relating to hunters harvesting within a fifty (50) kilometer radius have been in force for a period of three (3) years, the Board shall proceed to their revision to evaluate if the provisions are effective and should or should not be either maintained or modified. The Board shall make recommendations to the Cree Nation Government and Québec who may, by agreement between the Chairman of the Cree Nation Government and the Minister, proceed with the necessary change.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

IV. Allowance for Harvesting in a Far Region

30.4.9 In addition to the amount provided at paragraph 30.4.4, each adult in a beneficiary unit is entitled to receive an additional amount equal to 30% of the amount provided under paragraph 30.4.4 for harvesting and related activities in a far harvesting region provided that:

a) the amount is only payable in respect of days claimed for which the member of the beneficiary unit spent the full twenty-four (24) hours in the far harvesting region, except in the case where the far harvesting region is located within a fifty (50) kilometer radius of an establishment; and

b) the number of days per adult per program-year for which this amount is payable shall not exceed one hundred and eighty (180).

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.10 The Board may, if it deems appropriate, restrict the payment of the additional amount provided at paragraph 30.4.9 to harvesting and related activities conducted during a specific period and such period may vary between communities.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.4.11 The far harvesting regions are depicted in the set of maps attached as Schedule I. A set of the maps contained in Schedule I certified by the Board shall be held on deposit by the Board.

Compl. A. no. 27, s. 1

30.4.12 The following procedure shall apply to any modifications to the maps depicting the far harvesting regions:

a) the Board may modify the maps depicting the far harvesting regions which presently form part of Schedule I to this Section, or any successor map, provided that:

i) any such modification is made by unanimous decision of the members present at the meeting considering the matter,

ii) a copy of the modified map certified by the Board is on deposit with the Board, and

iii) copies of the modified map certified by the Board are provided to each of the Chairman of the Cree Nation Government and the Minister within thirty (30) days of the decision of the Board; and

b) Schedule I to this Section shall be deemed to be modified in accordance with the decision of the Board referred to at sub-paragraph a) thirty (30) days following the date of the said decision.

Compl. A. no. 27, s. 1

V. Allowance for Mentoring

30.4.13 In addition to the amount provided at paragraph 30.4.4, the beneficiary unit is entitled to receive an amount equivalent to 40% of the daily allowance combined, if applicable, with the allowance for harvesting in a far region, for each day a youth participates in the practice of harvesting and related activities under the supervision of the head or the consort of a beneficiary unit provided that:

a) the youth is at least thirteen (13) years of age at the beginning of the program-year and under eighteen (18) at the end of that same year;

b) the youth has not been included and is not included as a dependent child in a program file active for the program-year;

c) there are no more than two (2) youths per beneficiary unit benefitting from this measure annually;

d) the youth is not benefitting from this measure in another program file during the same program-year; and

e) the declaration referred to at paragraph 30.6.12 has been signed.

Compl. A. no. 27, s. 1

30.4.14 Subject to paragraph 30.4.15, the calculation and payment of the amount provided for at paragraph 30.4.13 are subject to the following:

a) the daily amount can be claimed for a maximum of thirty (30) days annually per youth;

b) the amount can only be claimed for periods outside the school calendar; and

c) the amount can only be claimed for days during which the head or the consort also practiced harvesting or related activities and for which a daily allowance is paid to the beneficiary unit.

Compl. A. no. 27, s. 1

30.4.15 The Board may in exceptional circumstances depart from the rules provided at sub-paragraphs 30.4.14 a) or b) if it determines that such decision is in the best interest of the youth and is consistent with the nature and purposes of the program. In such case the daily amount can be claimed for a maximum of sixty (60) days annually per youth. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

Compl. A. no. 27, s. 1

30.4.16 After the provisions related to mentoring have been in force for a period of three (3) years, the Board shall proceed to their revision to evaluate if the provisions are effective and should or should not be either maintained or modified. The Board shall make recommendations to the Cree Nation Government and to Québec who may, by agreement between the Chairman of the Cree Nation Government and the Minister, proceed with the necessary change.

Compl. A. no. 27, s. 1

VI. Supplementary Allowance

30.4.17 A beneficiary unit eligible for benefits under the program may also be entitled to an additional allowance calculated on the basis of the number of adults and children who are part of the beneficiary unit and of the income of the beneficiary unit.

Compl. A. no. 27, s. 1

30.4.18 The supplementary allowance is calculated as:

a) the sum of the following amounts:

i) an amount of five thousand ninety-one dollars ($5,091.00) for the head of the beneficiary unit and five thousand ninety-one dollars ($5,091.00) for the consort,

ii) an amount of two thousand thirty-nine dollars ($2,039.00) for each family and for each unattached individual not living with his or her parent, grandparent or child, and

iii) an amount of two thousand thirty-nine dollars ($2,039.00) for each dependent child;

b) less an amount equal to the sum of old age security pension payments received by the beneficiary unit and 40% of:

i) outside income, as described in paragraph 30.4.3,

ii) amounts received as benefits under the program or replacement for such benefits in accordance with Sub-Section 30.4, and

iii) the net income received by the beneficiary unit from land development activities referred to at paragraph 30.3.8.

Compl. A. no. 27, s. 1

VII. Maternity Benefits and Parental Benefits

30.4.19 The beneficiary unit may receive:

a) maternity benefits, which take into account days when a woman who is the head of a beneficiary unit or the consort of the head of that beneficiary unit is unable to participate in harvesting and related activities as a result of her pregnancy, its effects or care of the infant; and

b) parental benefits, which take into account days where a person who is the head of a beneficiary unit or the consort of the head of that beneficiary unit takes a leave of absence from harvesting and related activities, as a result of his or her consort's pregnancy, the effects of that pregnancy or the care of the infant. Such leave may begin not earlier than at a date corresponding to a number of weeks, set by the Board, preceding the expected date of the birth.

Compl. A. no. 27, s. 1

30.4.20 The Board shall determine the period and the amount of the benefits to be paid under paragraph 30.4.19 provided that:

a) the number of days for which a beneficiary unit may receive maternity benefits under sub-paragraph 30.4.19 a) may not exceed, per pregnancy, the annual maximum of days applicable to the beneficiary unit under paragraph 30.4.5;

b) the number of days for which a beneficiary unit may receive parental benefits under sub-paragraph 30.4.19 b) may not exceed thirty-five (35) per pregnancy; and

c) the total amount of these benefits may not exceed on a *per diem* basis the daily allowance payable under paragraph 30.4.4, combined if applicable, with the amount payable under paragraph 30.4.9.

Compl. A. no. 27, s. 1

30.4.21 No benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the person who is otherwise eligible to receive them would have participated in harvesting or related activities, and provided that he or she is not benefiting from a parental leave program of general application in Québec.

Compl. A. no. 27, s. 1

30.4.22 Benefits are payable only after the Board has received the documentation it considers adequate certifying the pregnancy, the effects of the pregnancy or the care of the infant.

Compl. A. no. 27, s. 1

VIII. Benefits in Case of Sickness or Disaster

30.4.23 The purpose of the following paragraphs is to provide compensation, complete or partial, for the loss of benefits that beneficiaries under the program incurred as a result of not being able to conduct harvesting or related activities due to sickness or disaster.

Compl. A. no. 27, s. 1

30.4.24 A beneficiary unit may receive:

a) sickness benefits, which take into account days when the head or the consort is unable to participate in harvesting and related activities as a result of his or her sickness or of the sickness of one of its members; and

b) disaster benefits, which take into account days when the head or the consort is unable to participate in harvesting and related activities following a disaster.

Compl. A. no. 27, s. 1

30.4.25 The Board shall determine the period and the amount of the benefits to be paid in the case of sickness or disaster provided that:

a) the number of days for which a beneficiary unit may receive such benefits does not exceed the annual maximum of days applicable to the beneficiary unit under paragraph 30.4.5 and each sickness or event is limited by this maximum; and

b) the total amount of these benefits not exceed on a *per diem* basis the daily allowance payable under paragraph 30.4.4 combined, if applicable, with the amount payable under paragraph 30.4.9.

Compl. A. no. 27, s. 1

30.4.26 No benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the person who is otherwise eligible to receive them would have participated in harvesting or related activities.

Compl. A. no. 27, s. 1

30.4.27 Benefits are payable:

a) in the case of sickness, only after the Board has received documentation signed by a doctor or other person recognized for this purpose by the Board, certifying that the beneficiary was unable, during any given period, to practice harvesting or related activities because he or she was sick or injured or certifying that a member of the beneficiary unit was sick during that period; and

b) in the case of disaster, only after the Board has determined whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster.

Compl. A. no. 27, s. 1

IX. Compensation in the Event of a Catastrophe

30.4.28 For the purpose of this Sub-Section:

a) “catastrophe” shall mean an event such as an earthquake or a major forest fire, whatever the cause, that has a significant impact on the harvesting and related activities of the beneficiaries resulting in a reduction of days spent in harvesting and related activities; and

b) the Board shall determine, in a manner consistent with the provisions of this Section and particularly this Sub-Section, what specific events shall constitute a catastrophe.

Compl. A. no. 27, s. 1

30.4.29 With respect to payment of compensation in the case of catastrophes:

a) the Board shall make recommendations to the Minister regarding:

i) the appropriateness of applying the provisions related to catastrophes,

ii) the daily rate to be applied for the period to be covered through these provisions and the total amount of compensation to be paid, provided that the daily compensation paid to a beneficiary unit for each day under this measure shall never exceed the daily net allowance, and

iii) the number of days to be compensated;

b) no sickness or disaster benefits within the meaning of paragraph 30.4.23 shall be granted for days compensated pursuant to the present paragraph;

c) no payment shall be made pursuant to this paragraph if there exist other means of compensation for the days lost as a result of a catastrophe;

d) all individual claims by a beneficiary unit made pursuant to this paragraph must be approved by the Board; and

e) the Board may adopt administrative rules respecting the presentation of a claim pursuant to this paragraph, the manner in which the Board shall treat such claim and the manner of payment.

Compl. A. no. 27, s. 1

X. Indexation

30.4.30 The dollar amounts provided for in this Section shall be indexed annually according to the Quebec Pension Plan rate. If a cost of living index for the Territory computed on a basis similar to that available in Québec becomes available or any other index deemed advantageous, the Board may by unanimous decision of the members present at the meeting considering the matter, decide to use this index.

Compl. A. no. 27, s. 1

30.5 Administration of the Program

I. Cree Hunters Economic Security Board

30.5.1 There is established the Cree Hunters Economic Security Board (hereinafter referred to as the "Board"). The Board may also be designated under the Cree name "IIYIYIU INTUUHUUSIU SHUUYAAN" and under the name, in French, of "Office de la sécurité économique des chasseurs cris".

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.2 The Board is a legal person within the meaning of the Civil Code of Québec and shall have the general powers of such a legal person and such special powers as are assigned to it by statute.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.3 The Board shall have six (6) members. The Cree Nation Government and Québec shall each appoint three (3) members and shall pay the remuneration and expenses of their respective members.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.4 Four (4) members shall constitute a quorum provided two (2) members appointed by each party are present.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.5 The members of the Board shall each have one (1) vote.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.6 The respective parties shall appoint a Chair and Vice-Chair of the Board who shall hold office for one (1) year, from among their appointees in the following manner:

a) in the first year of the operation of the Board, the Chair shall be appointed by Québec and the Vice-Chair shall be appointed by the Cree Nation Government;

b) in the second year of the operation of the Board, the Chair shall be appointed by the Cree Nation Government and the Vice-Chair shall be appointed by Québec; and

c) in subsequent years, the appointment of the Chair and Vice-Chair of the Board shall take place in the sequence set forth in sub-paragraphs a) and b).

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.7 In the absence of the Chair, the Vice-Chair shall act as Chair.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.8 The Chair of the Board shall have a second and deciding vote.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.9 Unless otherwise specifically provided elsewhere in this Section, where it is provided that the Board decides or otherwise acts, it shall do so only by virtue of the vote of the majority of the members present at the meeting considering the matter provided that at least one (1) member appointed by the Cree Nation Government and one (1) member appointed by Québec form part of the majority.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.10 With respect to the yearly applications to participate in the benefits of the program, the Board shall:

a) examine the new applications and applications for reinstatement transmitted by the local administrator pursuant to sub-paragraph 30.6.3 a);

b) submit the list of applications to the local committee for recommendation prior to June 5 or such other date as may be established by the Board;

c) examine the declarations, transmitted by the local administrator pursuant to sub-paragraph 30.6.3 b); and

d) review the applications and declarations and draw up the definitive list of beneficiaries eligible for the program.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.11 In the case where the Board has accepted an application at a date later than the one stipulated under sub-paragraph 30.6.2 a) and is not able to submit this application to the local committee within the delay stipulated in sub-paragraph 30.5.10 b), it shall nevertheless proceed to the determination of the eligibility of the beneficiary unit and table the application at the next meeting of the local committee in question, for information.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.12 In addition to the other functions and duties of the Board provided for in this Section, the Board shall:

1) review all complaints and claims resulting from the operation of the program or the procedures established for the program or any other matter contemplated in this Section;

2) review the operation of the program and procedures established for the program and participate at the request of the Minister in the evaluation of the results of the program;

3) supervise the administration of the program and procedures established for the program;

4) establish, pursuant to paragraph 30.4.30, the annual adjustment of the dollar amounts provided for in this Section and where appropriate, the cost of living rate to which the payments under the program established by this Section shall be indexed;

5) establish the administrative procedures and criteria consistent with the terms of this Section, necessary to implement the program, and modify such procedures and criteria from time to time on the basis of experience with the operation of the program;

6) consult the appropriate local administrator or administrators in all matters respecting the operation of the program in any Cree community or communities;

7) prepare an estimate of the annual costs of the program for each Cree community, including an amount for each eligible beneficiary unit, and obtain from Québec the funds necessary to cover such costs;

8) prepare a budget for its own operations and obtain from Québec the funds necessary to cover such costs;

9) recommend or determine, as the case may be, when and how revisions to the program should be made as provided in Sub-Sections 30.8 and 30.9;

10) fulfill, for a given Cree community, the duties of the local administrator contemplated in paragraph 30.5.15 if there is no local administrator in such community;

11) recommend to the Minister the specific activities to be designated as land development activities and determine the extent to which, and the conditions upon which such activities may replace harvesting and related activities for the purposes of the eligibility of a beneficiary unit;

12) determine, for the purposes of sub-paragraph 30.4.3 a), any amount or amounts from the sale of furs greater than nineteen thousand nine hundred and ninety-seven dollars ($19,997.00), which amounts may vary according to categories of beneficiaries, revenues, territories where harvesting and related activities are carried out or the manner in which such activities are exercised;

13) determine the income, salaries and subsidies to be excluded pursuant to sub-paragraph 30.4.3 c);

14) determine the criteria and conditions for benefits contemplated in paragraph 30.4.19;

15) determine the amount of the daily benefits, which may not exceed that provided in paragraphs 30.4.4 and 30.4.9 and the maximum number of days for which a beneficiary unit may receive benefits under Title VII of Sub-Section 30.4;

16) establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph 30.6.8 f);

17) where appropriate, advise a person eligible under the program to leave the program for reasons of health or safety or to apply to benefit under other measures provided through the program;

18) where appropriate and as provided at paragraph 30.4.10, establish for one (1) or more communities the period during which beneficiary units conducting harvesting and related activities in a far harvesting region are entitled to receive the additional amount provided at paragraph 30.4.9;

19) determine the information required to be provided by a beneficiary unit respecting time spent conducting harvesting and related activities in a far harvesting region;

20) modify, where authorized in this Section, the dates established as deadlines or identified as a period to carry out an activity;

21) determine, for the purposes of benefits in case of sickness or disaster, the amount and the period of benefits to be paid in accordance with paragraph 30.4.25 and that the conditions set out in paragraph 30.4.26 have been met;

22) determine the persons other than a doctor who may certify that an individual was unable to practice harvesting or related activities or that a member of the beneficiary unit was sick, as provided at sub-paragraph 30.4.27 a);

23) determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster within the meaning of sub-paragraph 30.4.27 b);

24) determine, as provided at paragraphs 30.4.28 and 30.4.29, what events shall constitute a catastrophe and make the appropriate recommendations to the Minister;

25) fulfill the duties and roles provided in respect of the mechanism for review of the implementation and application of Section 30, as provided at paragraph 30.8.6;

26) modify the maps depicting the far harvesting regions forming part of Schedule I of this Section or any successor map as referred to at paragraph 30.4.12;

27) determine in accordance with paragraph 30.5.28, the fee to be paid to the members of the local committee and, for each local committee, the total number of days for which the fee may be paid, not to exceed five (5) days annually;

28) determine what constitutes organized traditional way of life activities; and

29) adopt such administrative rules as it deems necessary and appropriate to give effect to the provisions of this Section.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.13 A measure adopted by the Board under point 13 of paragraph 30.5.12 must be approved by the Minister.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

II. Local Administrator

30.5.14 For each Cree community, the Board shall, following consultations with the responsible Cree local government, appoint a local administrator for the community who shall be an employee of the Board and who shall have an office in the community.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.15 The local administrator shall:

a) receive annually the applications for economic security benefits submitted in the Cree community where he or she carries on his or her duties;

b) see to the proper functioning of the program and the procedures provided for and in accordance with this Section, at the community level;

c) see to the distribution and payment to heads of beneficiary units of sums due in accordance with the provisions of this Section;

d) keep accurate and verifiable records of all payments made to heads of beneficiary units and costs incurred in the administration of the program, in accordance with the procedures and criteria established by the Board;

e) assist members of beneficiary units to apply for and prepare all necessary documentation respecting eligibility and benefit forms under the program and provide other relevant information;

f) collect and preserve all necessary documentation respecting eligibility and benefits under the program, in accordance with the procedures and criteria established by the Board; and

g) participate as a member, in the work of the local committee for the community in question.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

III. Local Economic Security Program Committee

30.5.16 The Board shall request of the Chief and Council of each Cree community the establishment by resolution, of a Local Economic Security Program Committee ("local committee"), to act as a consultative body to the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.17 A local committee shall be composed of not fewer than three (3) and not more than seven (7) members.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.18 The local administrator of the community in question is automatically a member of the local committee. If there is no local administrator in place in a community, the Board appoints one (1) of its employees to be a member of that local committee.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.19 Upon its establishment, the local committee shall post a notice of its membership in a public place within the Cree community in question.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.20 The Board may also mandate one (1) of its employees to participate in the meetings of the local committees in order to facilitate the work of a local committee. This person participates in the work of the local committee but is not a member.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.5.21 The members designated by the community shall remain in office until they are replaced or reappointed.

Compl. A. no. 27, s. 1

30.5.22 The names of the local committee members designated by the community must be submitted to the Board.

Compl. A. no. 27, s. 1

30.5.23 The local committee identifies the member who will direct the activities of the committee, coordinate its work and act as a liaison between the local committee and the Board.

Compl. A. no. 27, s. 1

30.5.24 A quorum for sittings of a local committee shall be at least a majority of the members.

Compl. A. no. 27, s. 1

30.5.25 A local committee may adopt rules of procedure concerning the implementation of paragraphs 30.5.16 to 30.5.27. These rules shall be transmitted to the Board and be available for public consultation upon request.

Compl. A. no. 27, s. 1

30.5.26 A local committee has the following powers and responsibilities:

a) act throughout the year as a consultative body to the Board with respect to the information provided by the beneficiaries of the community in question, to establish their eligibility and establish the calculation of benefits and if appropriate, to make recommendations to further review the information provided by a beneficiary;

b) study the list of new applications and applications for reinstatement transmitted by the Board pursuant to sub-paragraph 30.5.10 b) and if it deems it appropriate and prior to June 30 or such other date as may be established by the Board, make recommendations to exclude a beneficiary from the list;

c) make recommendations to the Board in regard to any aspect of the design, administration or operation of the program in the Cree community where it carries out its duties;

d) consult and exchange information deemed necessary by the Board on any matter regarding the design, administration or operation of the program in the Cree community where it carries out its duties; and

e) advise a person eligible under the program as provided at paragraph 30.3.7.

Compl. A. no. 27, s. 1

30.5.27 In the event a community has not appointed a local committee as stipulated at paragraph 30.5.16 or if a local committee is unable to review the list of new applications and applications for reinstatement and make the necessary recommendations within the deadline established at sub-paragraph 30.5.26 b), the Board is authorized, in accordance with sub-paragraph 30.5.10 d), to draw up the definitive list of beneficiaries eligible for the community in question.

Compl. A. no. 27, s. 1

30.5.28 The Board pays each member of a local committee who is not an employee of the Board, the fee determined by the Board for each meeting day the member attends. The maximum annual number of days is five (5) and may vary according to the needs of each committee. The fee is indexed annually in accordance with the provisions of paragraph 30.4.30.

Compl. A. no. 27, s. 1

30.6 Procedures

30.6.1 For the purpose of the program, the program-year shall commence on July 1 of each year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.2 Unless prevented from doing so by harvesting and related activities, training, education or employment away from the settlement, sickness, accident or other similar circumstances:

a) each person making a new application or applying for reinstatement for benefits under the program shall submit the application between May 1 and May 31 each year or such other date as may be established by the Board; and

b) beneficiaries already enrolled in the program must declare in writing, between June 15 and July 15 each year or such other date as may be established by the Board, their intention to pursue harvesting activities for the coming year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.3 The local administrator shall transmit annually to the Board:

a) no later than June 5 of each year or such other date as may be established by the Board, the applications referred to in sub-paragraph 30.6.2 a), submitted in the Cree community where his or her duties are carried out; and

b) no later than August 1 of each year or such other date as may be established by the Board, the declarations referred to in sub-paragraph 30.6.2 b), submitted in the Cree community where his or her duties are carried out.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.4 Once it has drawn up, in accordance with sub-paragraph 30.5.10 d), the definitive list of beneficiaries eligible to the program for the current year, the Board shall calculate the required funds for each Cree community for the operation of the program during the year, including administrative costs, taking into account in the estimated total costs any surplus or deficit resulting from the operation of the program in the preceding year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.5 The Board shall, on the basis of the calculation referred to at paragraph 30.6.4, submit to the Minister a request for the necessary funds for any given period to be determined from time to time by the Board, and the Minister shall transfer to the Board within thirty (30) days of the receipt of such request the necessary funds to cover the costs of the program, including administrative costs for such period.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.6 No later than August 31 of each year, the Board may transfer to the local administrator amounts determined from time to time by the Board, sufficient to cover the special payments referred to at paragraph 30.6.9, provided that the amount available to each local administrator is at least equal to 25% of the total amount paid to beneficiary units in his or her community in the preceding year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.7 All funds transferred by the Board to a local administrator shall be held by such local administrator in segregated trust accounts for the specific purpose of payments to heads of beneficiary units in accordance with the provisions of this Section, and administration costs incurred by said local administrator, in connection therewith.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.8 The Board shall distribute payments to the heads of beneficiary units through the office of the local administrator, subject to the following provisions:

a) the first payment, equal to 1/6 of the estimated total annual payment, shall be made on or about August 31, and the following payments equal to 1/12 of the estimated total annual payment on or about the last day of each of the following ten (10) months;

b) any balance shall be paid after submission of the information contemplated in paragraph 30.6.11, on the date determined by the Board;

c) where the head of the beneficiary unit or the consort does not intend to return to his or her settlement before January 2, the payment to be made on August 31 shall be equal to half of the estimated total annual payment;

d) the Board shall make payments directly to a consort upon request by the consort, in accordance with the criteria established by the Board;

e) the Board may also, if it considers it necessary and in accordance with the criteria it establishes, grant to the consort rather than to the head of the beneficiary unit, the payments due to the beneficiary unit or that part of the payment attributable to the consort;

f) where the head of the beneficiary unit or the consort has received an amount exceeding that payable for one (1) year, the overpayment must be reimbursed in accordance with the conditions and procedures established by the Board, within the two (2) years following the subsequent application for program benefits;

g) in the event of the death of the head of a beneficiary unit or the consort in the period following the first payment in a program year and prior to the second payment, the minimum to be paid to the beneficiary unit in respect of the deceased shall be equal to at least 1/4 of the estimated total annual payment established for the deceased for the year;

h) the Board may modify any date stipulated in sub-paragraphs a) or c); and

i) the Board may choose any method of payment it deems appropriate, including direct deposit in a financial institution.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.9 Notwithstanding paragraph 30.6.8, the local administrator may issue payments to heads of beneficiary units or the consorts in the following cases:

a) a head of a beneficiary unit or the consort who intends to be absent from the settlement for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph 30.6.8 c) for the said period, shall be entitled to receive from the local administrator an advance upon his or her next regular payment in the amount of one hundred dollars ($100.00) per eligible adult in the beneficiary unit; or

b) in the event that the head of a beneficiary unit or the consort does not receive from the Board the payment due to him or her pursuant to sub-paragraphs 30.6.8 a) or c), the local administrator may issue such payment from the funds that he or she holds in trust.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.10 The amounts paid under paragraphs 30.4.9 and 30.4.13 shall be paid at the end of the program-year or such other time as may be established by the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.11 Every head of a beneficiary unit shall be required to provide the local administrator with information for the year just ended and with estimated information for the coming year respecting the following:

a) his or her family, as necessary for the calculations referred to in Sub-Section 30.4;

b) the amount of time spent conducting harvesting and related activities;

c) the amount of time spent in wage employment;

d) the revenue derived from such harvesting and related activities and such wage employment;

e) any pertinent information respecting income referred to in Sub-Section 30.4; and

f) in accordance with the requirements of the Board indicating the amount of time spent conducting harvesting and related activities in a far harvesting region.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.12 Where a beneficiary unit wants to avail itself of the mentoring provisions as provided under paragraphs 30.4.13 to 30.4.15, the mentor and the youth must both sign a declaration to that effect indicating their intention and the approximate dates the youth will accompany the beneficiary unit.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.13 The information referred to in paragraphs 30.6.11 and 30.6.12 may be provided in the form appropriate to local circumstances, including in the form of diaries or affidavits.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.14 The local administrator shall collect such information and forward it to the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.6.15 Benefits under Sub-Section 30.4 are payable only after the Board has received supporting documentation it deems appropriate, with respect to the eligibility of a beneficiary unit or the calculation of benefits under the program. The Board may suspend, reduce or cease to pay any benefit under the program where there is failure to provide appropriate documentation supporting eligibility or the benefits calculated. Decisions made by the Board under this section must include reasons and be communicated in writing to the person concerned.

Compl. A. no. 27, s. 1

30.6.16 Québec and the Board shall have the right to verify or audit all procedures, books and documents provided for in this Section and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

Compl. A. no. 27, s. 1

30.7 Examination, Review and Appeals

30.7.1 Notwithstanding sub-paragraphs 30.3.4 a) to k), if a Cree believes that consistent with the nature and purposes of the program, he or she should be considered eligible and should receive benefits under the program, the Board may, upon request from such person, examine or review the case and determine if the grounds given by this person are consistent with the nature and purposes of the program and decide if such person shall be considered eligible and benefit under the program. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.2 If the head of a beneficiary unit or the consort believes himself or herself aggrieved because the beneficiary unit has been refused benefits under the program, because he or she considers the beneficiary unit is entitled to higher benefits, because the benefits of the beneficiary unit have been reduced, suspended or discontinued, or because the Board has refused to make payments directly to a consort as provided in sub-paragraphs 30.6.8 d) and e), he or she may appeal to the Board to review its decision.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.3 An application for a review by the Board shall be made in writing within sixty (60) days after the complainant is notified of the decision he or she applies to have reviewed. The application for review must contain a brief account of the grounds invoked and must be sent to the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.4 Upon receipt of the application for review, the Board shall verify the facts and circumstances of the case, examine the grounds invoked and render its decision within sixty (60) days of receiving the application for review. The Board shall immediately give notice in writing to the complainant of the decision rendered, the reasons on which it is based and any right to further appeal.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.5 The Board may maintain or reverse a decision submitted to it.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.6 An appeal may be made to the *Tribunal administratif du Québec* or its successor, concerning a decision rendered by the Board pursuant to paragraph 30.7.5.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.7.7 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision rendered by the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.8 Review of the Program

30.8.1 Québec and the Cree Nation Government shall from time to time review the operation of the program, procedures and benefits established by and in accordance with this Section. They may, by mutual consent, make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section, including in particular, the provisions of paragraphs 30.2.3, 30.2.8 and 30.2.9.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.8.2 The Board may modify the amounts provided at sub-paragraph 30.4.18 a):

a) to ensure that in the case of sub-paragraphs 30.4.18 a) i) and ii), these amounts, on the basis of a family of two (2) adults, are always more generous than the basic benefit granted to families eligible under any individual or family assistance program, or any guaranteed annual income program of general application existing or established from time to time in Québec, whether such program is established or funded by Québec or Canada; and

b) in the event that, as a result of the application of sub-paragraph a) the board modifies the amount provided for at sub-paragraph 30.4.18 a) ii), it shall also adjust the amount provided at sub-paragraph 30.4.18 a) iii) so that the amounts in both sub-paragraphs are the same.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.8.3 In the event that any individual and/or family assistance program existing from time to time in Québec is modified or a guaranteed annual income program of general application is established or modified, the Board may request a review of the program if in its opinion it would have been more expensive for Québec, during any period of one (1) year running from July 1 to June 30, to enroll all beneficiaries of the program in such individual and/or family assistance program or such guaranteed income program of general application and in such case, the program shall be modified in accordance with the provisions of paragraphs 30.8.4 and 30.8.5.

Compl. A. no. 27, s. 1

30.8.4 In the case of modifications to the program effected pursuant to and in accordance with paragraph 30.8.3, Québec shall effect such modifications only after prior consultation with and upon recommendations of the Board. Such modifications to the program shall assure that the amounts established by and in accordance with sub-paragraph 30.4.18 a) for the program shall not be reduced and the exemptions and the reduction rate established by and in accordance with paragraph 30.4.18 b) for the program shall not be modified unless the Board decides otherwise by unanimous decision of the members present at the meeting considering the matter.

Compl. A. no. 27, s. 1

30.8.5 In the event that any other guaranteed annual income, transfer payment, or income security programs of general application are established, or are significantly modified from time to time in Québec, whether such programs are established or funded by Québec or Canada:

a) subject to the provisions of this Sub-Section, Québec and the Cree Nation Government shall review the program and shall by mutual consent make any adjustments necessary to ensure the continued existence of the program and the maintenance of the purpose and principles of the program; and

b) a lack of agreement between Québec and the Cree Nation Government on a matter contemplated in sub-paragraph a) shall not prejudice the rights of beneficiaries under the program, including those

set forth in paragraphs 30.2.3, 30.2.8 and 30.2.9 and failing such agreement the necessary adjustments shall be effected through binding arbitration in accordance with the laws of Québec and upon the basis of the principles set forth in this Section. For the purposes of such arbitration, Québec and the Cree Nation Government shall each appoint one (1) arbitrator. The arbitrators so appointed shall together appoint a third arbitrator.

Compl. A. no. 27, s. 1

30.8.6 In addition to the process provided in paragraph 30.8.1, a mechanism for review of the implementation and application of this Section is established as follows:

a) Québec and the Cree Nation Government may initiate a review by submitting to the Board, with a copy to the other party, a written notice signed by, in the case of Québec, the Minister or one (1) of the members of the Board appointed by Québec and, in the case of the Cree Nation Government, its Chairman or one (1) of the members of the Board appointed by the Cree Nation Government, requesting the review of any aspect of the program;

b) the Board shall consider the request within the ninety (90) days following receipt of the written notice referred to at sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government;

c) if the Board does not arrive at a solution satisfactory to both the Minister and the Chairman of the Cree Nation Government it shall again consider the matter within one hundred and fifty (150) days of the date of the receipt of the notice referred to in sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government;

d) should the Board, after considering the matter as provided in sub paragraph c) fail to reach a solution acceptable to the Minister and the Chairman of the Cree Nation Government, it shall so notify the Minister and the Chairman of the Cree Nation Government who may within forty-five (45) days following the date of the receipt of such notice from the Board or within any other period agreed to by the Minister and the Chairman of the Cree Nation Government:

i) determine an agreed upon solution,

ii) designate a third party to inquire, collect relevant information and draft recommendations,

iii) agree upon a mediation process, or

iv) institute the binding arbitration process provided for at sub-paragraph 30.8.5 b);

e) if an agreement between the Minister and the Chairman of the Cree Nation Government is achieved, the parties shall within a reasonable delay take the necessary measures to implement their agreement; and

f) if there is no agreement between the Minister and the Chairman of the Cree Nation Government pursuant to sub-paragraph d) and the parties have not instituted the binding arbitration process provided for at sub-paragraph 30.8.5 b), Québec, the Cree Nation Government and the Board shall include the issue in question in the next review of the program held pursuant to paragraph 30.8.1.

Compl. A. no. 27, s. 1

30.9 Final Provisions

30.9.1 Subject to modification by the mutual consent of Québec and the Cree Nation Government, the total number of remunerated person/days contemplated at paragraphs 30.4.4 and 30.4.5 in each program-year shall not exceed three hundred and fifty thousand (350,000) person/days and the total number of remunerated person/days contemplated at paragraph 30.4.9 in each program-year shall not exceed one hundred thousand (100,000) person/days or, in either case, such greater number of person/days as may be fixed by Québec after consultation with the Board.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.2 At least one hundred and eighty-five thousand (185,000) person/days or any greater number of such days as may be fixed by Québec after consultation with the Board, must be spent in harvesting or related activities while other days may be spent either in such activities or in land development activities having been the subject of a decision of the Minister pursuant to paragraph 30.3.8.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.3 With respect to the application of the person/days limit established pursuant to paragraph 30.9.1:

a) Québec and the Cree Nation Government undertake to review annually the person/days limit for the program and to agree on adjustments they deem necessary. The parties may also, by agreement, determine from time to time the way in which the annual review is carried out; and

b) in the event that at the commencement of a program year the Board determines that the estimated total person/days to be remunerated under paragraphs 30.4.4 and 30.4.5 exceeds three hundred and fifty thousand (350,000), it shall review the operation of the program and recommend appropriate measures to be implemented in subsequent years, in order to give effect to the provisions of paragraph 30.9.1 or any modifications pursuant thereto.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.4 If for any program year the demand for days to be remunerated under paragraph 30.4.9 exceeds one hundred thousand (100,000) days, the Board shall, in order to comply with paragraph 30.9.1, determine how the available one hundred thousand (100,000) days shall be allocated to beneficiary units claiming such days under paragraph 30.4.9 for that program year.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.5 In the event that the Minister does not receive the recommendation referred to at paragraph 30.9.3 b) before December 31 of any given year, or if the Minister has cause to believe that such recommendation will not give proper effect to the provisions of paragraph 30.9.1, the Minister may,

after further consultation with the Board, effect such modifications as are necessary to give proper effect to the provisions of said paragraph.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.6 Notwithstanding any other Act, the Board may when appropriate obtain from any government department or body any information that it considers necessary respecting the benefits of any kind which such department or body has paid, is paying or would be authorized to pay to any person who receives or applies for benefits under the program.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.9.7 Subject to the provisions of this Section, the Minister may, after consultation with the Board, establish such further administrative procedures, including requirements for verification of information, and prescribe such penalties as may be necessary to give full force and effect to this Section.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.10 Amendment Clause and Legislation

30.10.1 Unless otherwise specifically provided in this Section, the provisions of this Section can only be amended with the consent of Québec and the interested Native party.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

30.10.2 Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

Compl. A. no. 15, s. 1
Compl. A. no. 27, s. 1

Annex 1

Maps of far harvesting regions nos. 67 to 75

See plan no. 67 Far Harvesting Region of Chisasibi (Complementary Documents)

See plan no. 68 Far Harvesting Region of Eastmain (Complementary Documents)

See plan no. 69 Far Harvesting Region of Mistissini (Complementary Documents)

See plan no. 70 Far Harvesting Region of Nemaska (Complementary Documents)

See plan no. 71 Far Harvesting Region of Oujé-Bougoumou (Complementary Documents)

See plan no .72 Far Harvesting Region of Waskaganish (Complementary Documents)

See plan no. 73 Far Harvesting Region of Waswanipi (Complementary Documents)

See plan no. 74 Far Harvesting Region of Wemindji (Complementary Documents)

See plan no. 75 Far Harvesting Region of Whapmagoostui (Complementary Documents)

JBNQA, s. 30
A. corr.
Compl. A. no. 8, sch. I, ss. 1 to 26
Compl. A. no. 15, s. 1 and Sch. 1
Compl. A. no. 27, s. 1

SECTION 30A

Forestry Regime

30A.1 The Québec forestry regime will apply in the Territory defined in the Agreement Concerning a New Relationship dated February 7th, 2002 in a manner that allows:

a) adaptations to better take into account and respect the Cree traditional way of life;

b) greater integration of concerns relating to sustainable development;

c) participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes.

Specific modalities related to these adaptations, this integration and this participation have been agreed to between Québec and the Cree Regional Authority in an Agreement concerning a new relationship. The calculation of the allowable cut will be determined on the basis of development units which will, in principle, be made up of groupings of Cree traplines.

Compl. A. no. 14, s. 1
Compl. A. no. 25, s. 1

30A.2 The adapted forestry regime will establish particular rules and procedures applicable in the territory, will respect the principles set out in this JBNQA and the *Sustainable Forest Development Act*, ([NDLR: CQLR,] chapter A-18.1) and it will give due consideration to the protection of the hunting, fishing and trapping rights of the Crees, the protection of Native people, societies, communities and economies, the protection of wildlife resources, of the physical and biotic environment, and of ecological systems.

Compl. A. no. 14, s. 1
Compl. A. no. 25, s. 2

30A.3 The following mechanisms will be instituted to ensure the participation, in the form of consultation, by the James Bay Crees in the various forest activities planning and management processes: the Cree-Québec Forestry Board and the joint working groups.

Compl. A. no. 14, s. 1

30A.4 The Cree Regional Authority and Québec shall each appoint five (5) members to the Cree-Québec Forestry Board. In addition, a Chairperson shall be appointed to this Cree-Québec Forestry Board by the Québec upon recommendation of the Ministre des Ressources naturelles after consultation with the Cree Regional Authority. Québec and the Cree Regional Authority may agree on the modalities under which such consultation is carried out.

Compl. A. no. 14, s. 1

30A.5 The Cree-Québec Forestry Board shall have the following main responsibilities:

a) to monitor, analyse and assess the implementation of the adapted forestry regime for the territory;

b) to recommend to Québec and to the Cree Regional Authority, as the case may be, adjustments or modifications to the adapted forestry regime for the territory;

c) to bring to the attention of the ministre responsible for the administration of the *Sustainable Forest Development Act* proposals, preoccupations and comments related to laws, regulations, policies, programs, management guides and practical field guides related to forestry, as well as guidelines, directives and instructions related to the elaboration of all forest development plans;

d) to review the implementation mechanisms for the joint working groups regarding the elaboration, the consultations and the monitoring of all forest management plans applicable in the territory;

e) to be involved in the different planning processes of forest development activities in the Territory and to participate in the different stages of the management of forest activities, in particular those connected to the review of the integrated forest development plans prior to their coming into force, as well as in regard to proposed modifications to those plans. The Board will have sixty (60) days from the receipt of the tactical and operational plans and forty-five (45) days from the receipt of the modifications to these plans to make comments to the ministre responsible for the administration of the *Sustainable Forest Development Act* prior to the coming into force of the plans or modification thereto. The ministre may extend these timeframes if he deems it appropriate;

f) (*Subparagraph deleted*);

g) any other responsibilities in regard to forestry which may be assigned to it jointly by Québec and the Cree regional Authority.

Compl. A. no. 14, s. 1
Compl. A. no. 25, ss. 3, 4 and 5

30A.6 The joint working groups, composed of members appointed by the legal person identified at paragraph 11.2.2 hereof and members appointed by the ministre responsible for the administration of the *Sustainable Forest Development Act*, are established in each Cree community affected by forestry activities in the Territory.

Compl. A. no. 14, s. 1
Compl. A. no. 25, s. 6

30A.7 The joint working groups have the following mandate:

a) to integrate and implement the specific rules of the adapted forestry regime agreed to by Québec and the Cree Regional Authority;

b) when required, to elaborate harmonization measures flowing from the technical provisions of the adapted forestry regime;

c) to ensure that all the pertinent and available data related to forestry will be available to each party;

d) to review conflictual uses in order to find acceptable solutions;

e) to discuss any technical issues, including the acquisition of knowledge considered necessary by the joint working group;

f) to ensure the implementation of the processes relating to the preparation, consultation and monitoring of the forest management plans;

g) to adopt internal operating rules;

h) to inform the ministre of their proposals in regard to temporary or permanent closing of roads.

Compl. A. no. 14, s. 1
Compl. A. no. 25, s. 7