Funds and Programs
FOR
CREE HUNTERS AND TRAPPERS

Office de la sécurité du revenu des chasseurs et piégeurs cris
Cree Hunters and Trappers
Income Security Board
This document is intended for any individual, Cree hunter and trapper, organization or governmental entity who wishes to peruse all programs and funds that are available for Cree hunters and trappers and aid in the pursuit of the traditional way of life.

The elaboration of this guide was first proposed during the negotiations following the review of the Cree Hunters and Trappers Income Security Program, which began in 1995. Negotiators and representatives from both parties, the Government of Québec and the Grand Council of the Crees/Cree Regional Authority, were on many occasions, confronted by the fact that certain discussion topics brought to the negotiation table were already covered by other programs or agreements. The information regarding the said topics was, however, often difficult to obtain as it was dispersed among several governmental departments, organizations or other entities. Therefore, the idea of a general document centralizing all information was put forward. The details of this project were outlined in Schedule 2 of Complementary Agreement No. 15 under the heading of “Research Project”.

The “Research Project” was defined as “[a] list of all programs, resources, and agreements available from Canada, Québec, the Cree Regional Authority, the Cree Trappers’ Association or offered by other organizations or entities which will be likely to assist Cree hunters and trappers in satisfying their requirements related to the carrying out of their activities”.

We hope this document will prove to be a useful and helpful tool.

CREE REGIONAL AUTHORITY

Philip Awashish
Willie Iserhoff
George Wapachee

GOUVERNEMENT DU QUÉBEC

Jean-Guy Dugré
Guy Girouard
Gérard Lemoyne
# Message from the Director-general

Over the past thirty years, the Cree Hunters and Trappers Income Security Program has played an important role in conserving the traditional way of life by allowing James Bay Crees and their families to choose hunting, trapping and fishing as their main occupation. By providing them with the income security necessary to allow them to pursue harvesting and related activities in the bush, the Cree Hunters and Trappers Income Security Program supports beneficiaries and helps them carry on their traditions and pass them on to future generations.

However, the Cree Hunters and Trappers Income Security Program is not the only program that provides assistance to Cree hunters and trappers. Many programs and agreements offer services and subsidies. This information is sometimes difficult to obtain and there is no central entity responsible for providing all services and subsidies. I hope this document will successfully fulfill this role.

Sincerely,

[Signature]

Serge Latulippe, Ph.D., MBA
Director-general

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Introduction

Since the idea of this Guide was first proposed, the socio-political relationship between the Crees and the Government of Québec and the Government of Canada has changed significantly.

First of all, in February 2002, the Grand Council of the Crees Eeyou Istchee/Cree Regional Authority (GCCEI/CRA) and the Government of Quebec signed the “Agreement concerning a new relationship between le Gouvernement du Québec and the Crees of Québec”, otherwise known as the “Paix des Braves”. This new relationship agreement had the effect of revising and updating many topics previously agreed upon in the original James Bay and Northern Québec Agreement (BINQA) as well as withdrawing the pending court procedures.

Secondly, in August 2004, the GCCEI/CRA signed an agreement with Hydro-Québec, creating the Niskamoon Corporation in order to centralize the administration of the many Cree-Hydro-Québec Agreements.

Furthermore, the GCCEI/CRA and the Government of Canada, signed on February 21, 2008, the “Agreement concerning a new relationship between the Government of Canada and the Cree of Eeyou Istchee” which also settled many long-standing issues between the two entities.

While the signing of the agreements with the governments of Québec and Canada had the effect of updating many concerns of the Crees, it is mostly the creation of the Niskamoon Corporation that has had a direct impact on facilitating access to information. Having Local Coordinators in each Cree community, the Niskamoon Corporation is accessible to all Crees. Hunters and trappers can meet with them to find out what funds are available for them.

Other agreements, funds and programs also have elements that can be useful to hunters and trappers. However, this information is not centralized within a unique organization. This document should help to find the information.

Organization of Information

The information contained herein is organized according to the names of the Agreements, Programs or Entities offering the programs. Most refer to a large number of programs and services, not necessarily just for trappers.

While some agreements are managed by specific organizations, such as the Cree School Board or the Cree Mineral Exploration Board, others are collectively managed by a centralized corporation (ex: Niskamoon) which submits requests to a Board of Directors. All, however, have specific resource-persons which are listed in this guide and should be contacted for requests or for the latest information on their respective programs.

Methodology

The first step taken in working on this document was to meet with the negotiators mandated by the Gouvernement du Québec and by the GCCEI/CRA for the revision of the CHISBI (which culminated in the signing of complementary agreement no. 15) as well as other resources from governmental departments. Moreover, a list of other pertinent resource-persons was set up.

Secondly, a list was established and copies of all agreements signed by the Crees with different governments or entities were obtained. The agreements were then revised, in reverse chronological order to avoid listing obsolete or updated agreements.

A systematic review of all the following documents was also conducted:

- Agreements between the Crees and the Government of Québec;
- Agreements between the Crees and the Government of Canada;
- Agreements between the Crees and Hydro-Québec;
- Annual Reports of the Grand Council of the Crees (Eeyou Istchee / Cree Regional Authority);
- Annual Reports of the Department of Indian and Northern Affairs Canada;
- Annual Reports of the Cree-Naskapi Commission.

Furthermore, key contact persons from organizations such as the government of Québec, Secrétariat aux affaires autochtones, Grand Council of the Crees (Eeyou Istchee) / Cree Regional Authority, Government of Canada, James Bay Implementation Office, Hydro-Québec and Niskamoon Corporation were contacted to ensure all possibilities were considered. Finally, research using keywords related to the Crees and hunting and trapping activities was conducted on the Internet in order to identify any references that were not yet explored.

Many agreements refer to the creation of independent entities, such as the Cree-Québec Forestry Board, the Hunting, Fishing and Trapping Coordinating Committee. These entities were contacted to verify if there was any information that would be pertinent to this document. Agreements signed by individual Cree communities and or entities were researched as well.

A résumé of the activities is included in the Fund Sheets. However, they are included only to indicate the nature of the programs and services that may be available. It remains necessary to contact the official resource-persons for exact information. As well, if divergence of information occurs, the actual organization remains the authority.
THE INFORMATION CONTAINED IN THE FOLLOWING FUND SHEETS IS, WHEN POSSIBLE, THE EXACT TEXT CONTAINED WITHIN THE ACTS, THE AGREEMENTS OR OTHER OFFICIAL DOCUMENTS. THE REFERENCE TO THE SECTION, SUB-SECTION OR ARTICLE IS INDICATED.
2. Cree Hunters and Trappers

Income Security Program

SECTION 30 OF THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT (AS REPLACED BY COMPLEMENTARY AGREEMENT NO. 15)

OBJECTIVE

“10.28 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.”

PROGRAMS / ACTIVITIES

Beneficiaries of the Program receive a daily allowance for each day spent in the bush practicing harvesting and related activities. Other amounts can be added, such as a basic amount based on the number of adults and children in the family unit or an additional amount for periods spent in a Far Region, etc.

Funds

An annual budget of approximately $20,000,000 (a maximum of 350,000 payable days, for all enrolled beneficiaries). In 2006-2007, a daily allowance of $57.01 was paid for every day spent in the bush (maximum of 240 days per adult).

For Who?

The Program is intended for Crees who are beneficiaries of the James Bay and Northern Quèbec Agreement, who reside on the territory. To enroll, an individual must be recognized as a hunter/trapper by the community, must spend at least 120 days in the bush during the year preceding the enrolment (and afterwards to maintain eligibility) and must earn the larger part of his/her income from harvesting activities.

Contacts

Director-General

- Head Office: DR. SERGE LARIVIÈRE
  2700 Boulevard Laurier, Champlain Tower / Suite 1100, QUÉBEC (Q.ÉBEC) G1V 4K5
  Phone 418 643-7300 or 1 800 363-1560 / Fax 418 643-6803 / Mail@chtisb.ca

Program Assistant Services

- Mistissini: GEORGE M. SÉCARDO 418 923-3334

Local Administrators

- Mistissini: GEORGE HEAD, SALLY HERCODIER, MARJORIE HOUSE, DOLORES OTTEREYES-TAFLAT 418 855-2067
- Eastmain: FREDERICK L. TOMATUK 419 997-2165 Ext. 23
- Mistissini: JEAN-BAPTISTE LOON 418 923-3334
- Némaska: VACANT 418 673-2030 Ext. 22
- Oué-Bougoumou: WINNIE BUSUM 418 746-3911 Ext. 246
- Waskaganish: LIZZIE DIAMOND 418 855-2247
- Waswanipi: JACOB GULL 418 753-2857 Ext. 236
- Waswanipi: SUZIE MOWATT 418 732-9409
- Wemindji: KRISTA KAKABAT 418 978-3345
- Wchmagootsi: VALERIE HERCODIER 418 923-3384 Ext. 230
3. Cree Mineral Exploration Board

AGREEMENT CONCERNING A NEW RELATIONSHIP (PAIX DES BRAVES) BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC: SECTION 5 AND AGREEMENT CONCERNING MINERAL RESOURCES DEVELOPMENT IN THE JAMES BAY REGION

OBJECTIVE
"The mission of the CMEB (Cree Mineral Exploration Board) is to develop mineral exploration in Eeyou Istchee and promote increased involvement of Crees in activities related to the development of natural resources."

PROGRAMS / ACTIVITIES
"Agreement Concerning a New Relationship (Paix des Braves) between le Gouvernement du Québec and the Crees of Québec"

"[...]
5.3 [...]
The main purposes of this Mineral Exploration Board will be to:
- a) assist the Crees in accessing mineral exploration opportunities;
- b) facilitate the development of mineral exploration activities by Cree Enterprises;
- c) facilitate and encourage the access by the Crees and Cree Enterprises to regular Québec program funding and other encouragements for mineral exploration activities;
- d) act as an entry mechanism for offers of services by Crees and Cree Enterprises in the field of mineral exploration."

"In addition, and according to the Annual Program of Activities, the CMEB promotes, initiates, and supports training programs as well as job development initiatives and placement. The CMEB provides geological and geosciences expertise to the communities and for individual exploration. This includes guidance to geosciences data and environmental impacts assessments." 1

FUNDS
5.3.1.1 This Board will benefit as of the 2001-02 Financial Year from the available regular program funding of Québec for such purposes presently set at three hundred thousand dollars ($300,000) per Financial Year.

FOR WHO?
The CMEB funds a variety of programs but has a priority for funding to Cree prospectors, which includes training to potential prospectors as well as assistance with all official documents to be filled out.

CONTACTS
- JACQUELINE BLACKSMITH / PRESIDENT / JACKIEBLACKSMITH@cmeb.org
- MARLENE MACKINNON, B.Sc. / GEOLOGIST / MARLENE.MACKINNON@cmeb.org
- JOSEPHINE NATAWAPINESKUM, TEC. / SECRETARY / NATAWAPINESKUM@cmeb.org
- YOUNG ETABI / CHIEF GEOLOGIST / YOUNGETABI@cmeb.org / WWW.CMEB.ORG
16 BEAVER ROAD, WEMINDJI (Québec) J0M 1L0
PHONE 819 978-0264 EXT. 327 / FAX 819 978-3493

4. Cree School Board

ROOM AND BOARD PROGRAM

OBJECTIVE
The primary objective of this program is to allow hunters and trappers who have children that attend school to be able to pursue traditional harvesting activities in the bush by boarding their children with families while they are out of the community in the bush.

PROGRAMS / ACTIVITIES
The program assists trappers in 2 ways First by arranging for trappers’ children to be cared for by other families who remain in the community. Second, by directly compensating the "boarding" family. The trappers do not have to pay anything for this service.

FUNDS
This program is funded by the Cree School Board and is included in the annual budget.

FOR WHO?
Hunters and trappers who leave the community to participate in traditional hunting and trapping activities. People who are employed on a regular basis are not eligible. It is not necessary to be on the Cree Hunters and Trappers Income Security Program nor a member of the Cree Trappers’ Association to be eligible.

CONTACTS
- CREE SCHOOL BOARD
203 MAIN STREET, MISTISSINI (Québec) G0W 1C0
PHONE 418 923-2764 / WWW.CSCREE.QC.CA

Contact the Local Student Affairs Technician or the Local Community Education Administrator at the school in your community.

- CHISABII JAMES BAY Eeyou School 819 855-2833
- CREE SCHOOL BOARD 819 855-2230
- EASTMAIN WABANNUTAO Eeyou School 819 977-0244
- MISTISSINI VICTORIE MEMORIAL SCHOOL 418 923-3485
- NEMASKA: LUKE METTAWESKUM SCHOOL 819 673-2536
- OLÉGOUOUOUI: WAAPIHTILWEWIN SCHOOL 818-746-2542
- WASKAGANISH W ninjikul School 819 895-6819
- ANNIE WHISKYCHAN MEMORIAL SCHOOL 819 895-6484
- CREE SCHOOL BOARD 819 895-6952
- WASKANISH: WILLIE J. HAPPIJACK MEMORIAL SCHOOL 819 753-2583
- ANNIE WHISKYCHAN MEMORIAL SCHOOL 819 753-2566
- CREE SCHOOL BOARD 819 797-0263
- CREE SCHOOL BOARD 819 797-0389
- CHISABII JAMES BAY Eeyou School 819 929-3428

1 Reference: http://www.cmeb.org/html/about_the_cmeb.html
5. Agreement regarding
CREE TRADITIONAL ACTIVITIES ENHANCEMENT BETWEEN
LE GOUVERNEMENT DU QUÉBEC AND THE CREE OF QUÉBEC

OBJECTIVE
“Article 2 - Main Goal.
The main goal of this Agreement is to enhance Cree traditional activities by reinforcing, on an operatio-
nal basis, the exercise by Cree trappers of their hunting, fishing, and trapping activities while taking into
account any possible disturbances (harvesting, fires, etc.) to forest resources and providing various solu-
tions as needed.”

PROGRAMS / ACTIVITIES
“Article 3 - Nature of Eligible projects
3.1 Insofar as the main goal of this Agreement is to conciliate changes due to forestry with the practical
concerns of trappers, eligible project are as follows:
a) Replacing or relocating facilities (camps, docks, etc.);
b) Facilitating travel by trappers in the course of their activities;
c) Upgrading of specific sites of interest (gathering places, etc.);
d) Other measures aimed at reinforcing the exercise of hunting, fishing and trapping
activities, as well as special measures to address losses due to natural disasters.

3.2 Without limiting the generality of the foregoing, the following examples constitute eligible projects
contemplated by the Cree traditional activities enhancement agreement:
a) Stream enhancement work, spawning bed enhancement and related preparation work;
b) Trail network development and improvement, portages and snowmobile trails;
c) Habitat silviculture work or other wildlife enhancement projects, e.g. moose yards;
d) Beaver and muskrat relocation;
e) Construction of boat landings reasonable in the circumstances;
f) In certain cases, maintenance, upgrading, repair snow removal of sections of forest roads not used by
the industry in cases where such activities facilitate access to a camp and where it is reasonable
to undertake such project.”

Funds
“6.1 The Present Agreement is funded in the following manner:
   a) An annual contribution of Five Hundred Thousand Dollars ($500,000) is transferred by Québec
to the CRA for the same purpose; 
   b) An additional annual contribution of Five Hundred Thousand Dollars ($500,000) is assigned by
the CRA for the same purpose. 1.

6.2 The funding contemplated by the present Article 6 starts to apply on April 1st, 2005 and will be
reviewed after an initial period of seven (7) years.”

FOR WHO?
Members of the 5 Cree communities of Mistissini, Nemaska, Ouié-Bougoumou, Wasaganiush, Waswanipi,
affected by logging activities. The 5 Forestry communities have designated local program officers to work
with the CRA in preparing project applications and funding requests.

CONTACTS
REGIONAL FORESTRY PROGRAM OFFICER
- MISTISSINI: MATTHEW LONGCHAP 418 923-2652
- LOCAL FORESTRY PROGRAM OFFICER
  - MISTISSINI: BENJAMIN LOON 418 923-3253
  - NEMASKA: MATTHEW TANOLISH 819 673-2512
  - OUIÉ-BOUGOUMOU: TOMMY RABBITSKIN 819 746-3911
  - WASAGANISH: JEFFREY SALT 819 895-8650
  - WASWANIP: JACKIE BARNEY 819 753-2587

6. Cree Trappers’ Association (CTA)
JAMES BAY AND NORTHERN QUÉBEC AGREEMENT, SUB-SECTION 28.5

OBJECTIVE
The Cree Trappers Association (CTA) aims to preserve traditional harvesting activities by providing a num-
ber of services to its members. CTA offers a number of services to its members. Services include:
- Program and services are available for Cree hunters and trappers whose annual membership is paid in
- The James Bay Implementation Office, Department of Indian and Northern Affairs Canada (INAC) contrib-
  utes $4,000,000 annually under the Community Economic Development Organizations.

Funds
Sources of revenue. Agreement Concerning a New Relationship Between the Government of Canada
and The Cree of Québec $1,500,000 / year (in 2006-2007). The James Bay Implementation Office,
Department of Indian and Northern Affairs Canada (INAC) contributed $411,900 in 2006-2007. Also,
INAC Quebec Region contributes $81,880 annually under the Community Economic Development
Organizations.

FOR WHO?
Programs and services are available for Cree hunters and trappers whose annual membership is paid in
full. However, certain programs and services may vary according to certain criteria (e.g., to be eligible for
certain programs in certain communities, trappers must be enrolled on the Cree Hunters and Trappers
Income Security Program).

CONTACTS
HEAD OFFICE
  - PRESIDENT: ISAAC MASTY
  - VICE-PRESIDENT: THOMAS CODIN
  - SECRETARY/TREASURER: SIMON PASH
  - P.O. BOX 59, 6 CARIBOU TRAIL, EASTMAIN (QUÉBEC), J0M 1W0
  - PHONE (819) 977-2165 / FAX (819) 977-2368 / CREATRAPERS@GMAIL.COM

LOCAL FUR OFFICERS (ON THE COMMUNITIES)
- CHISIWIT: REGGIE BEARKSIN 819 855-2878 EXT. 27
- EASTMAIN: BETTY TOMAFLUK 819 977-2365 EXT. 26
- MISTISSINI: STANLEY MIANSKUM WILLIE J. LOON 418 923-3276
- NEMASKA: STEVEN NEPOSH 819 673-2030
- OUIÉ-BOUGOUMOU: MARLEY SHECARI-BLACKSMITH 819 746-3911 EXT. 324
- WASAGANISH: GEORGE KATARFLUK 819 895-2030
- WASWANIP: PAUL DIXON 819 753-2322
- WEMINDJI: ROSS MINIQUAQN 819 978-0264 EXT. 326
- WHAPMOOOSTUA: ALLEN HOUSE 819 929-3528
OBJECTIVE

“5. The fund [...] shall be used for the purpose of carrying out remedial works and programs [...] for the benefit of any Cree or Cree community.”

PROGRAMS / ACTIVITIES

James Bay and Northern Quebec Agreement; Schedule 4 of section B.
- Section B - Technical Aspects
- Permissible Remedial Works and Programs 1.1
- Permissible remedial works and programs as referred to in paragraph B/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 the 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 the 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 trap 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 reorganization 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 transportation related programs which will offset 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 offset 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 and 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 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, analyse 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 shoreline 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 fur-bearer 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 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, waterfowl, 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 by Le Complexe La Grande (1975), and/or for Stocking Existing Lakes and Rivers to Offset 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 Menounou 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 Opnaca 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 Misimataw River flowing into the Eastmain on the south bank just above Islands Rapid.
10.5 Stream improvement 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 Opnaca 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.
7. Mitigating Works (SOTRAC 1986) Fund

PROGRAMS / ACTIVITIES (continued)

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. The 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.

Funds

Initial injection in 1986 by Hydro-Québec of $15,000,000, in addition to the unspent portion of the SOTRAC (Société des travaux de corrections du complexe La Grande) fund created under the James Bay and Northern Québec Agreement. From 1987-1988 to 2005-2006, over $40,000,000 was disbursed to the bands for use and benefit of Crees who continue to practice the traditional Cree way of life. Managed at first by the SOTRAC, the fund is now managed by James Bay Eeyou Corporation on behalf of the nine Cree communities.

For Who?

Originally for the benefit of the communities of Chisasibi, Wemindji and Eastmain, it is now available for the use of the nine Cree communities.

Contacts

James Bay Eeyou Corporation
President/Treasurer: Steven Bearskin
P.O. Box 360, Chisasibi (Québec) J0M 1E0
Phone 819-855-2830 / Fax 819-855-2677

8. Niskamoon Corporation


See individual fund profiles for specific information

Objective

Incorporated in August 2004, Niskamoon Corporation aims to facilitate, simplify and speed up access to the benefits, measures, resources and programs under the Cree-Hydro-Québec Agreements for the Crees, the Cree communities and for other Cree entities. The following funds are administered by Niskamoon Corporation, but do not all apply directly to hunting and trapping activities:

- Apatissiw Agreement (ex: Cree HQ Permanent Employment Program, Eeyou HQ Employment Program)
- Boumhouan Remedial Works Fund
- Boumhouan Eeyou Indouhou Fund
- Boumhouan Archaeological and Burial Sites Fund
- Opimisow Eeyou Indouhou Fund
- Mercury Funds
- Namis Fund
- Eastmain 1A / Rupert Mercury Fund
- Nadshinin Archaeological Heritage Fund
- Nadshinin Eeyou Indouhou Fund
- Nadshinin Remedial Measures Fund
- Nadshinin Training Fund

Programs / Activities

Niskamoon Corporation has three categories of activities that can be subsidized:

- Fisheries and Health (ex: the perpetuation of traditional knowledge of fishing and related activities, enhancement of camp sites for fishing purposes, the provision of fishing and related equipment)
- Remedial Works (Remedial works” are intended to help alleviate the negative impacts of hydro-electric development (including infrastructure) while enhancing the traditional Cree pursuits)
- Training and Employment (ex: Cree HQ Permanent Employment Program, EM! On the Job Training)

Funds

See individual funds for details.

For Who?

Cree Individuals, Cree communities and other Cree entities may present a project in one or the other of the three categories of activities.

Contacts

President:
- Head Office: Dr. Billy Diamond
  2 Lakeshore Road, Nemaska (Québec) J0Y 3B0
  Phone 819-673-2600 / Fax 819-673-2111 / www.niskamoon.com

Local Fur Officers (in the communities):
- Chisasibi: Samuel Cocks
  819 855-2878 Ext. 333
- Eastmain: Donald Gilpin
  819 977-0211 Ext. 339
- Mistissini: Ernest Nakkoo
  418 923-3461 Ext. 234
- Nemaska: Stella Jolly
  819 673-2512
- Ouje-Bougoumou: Wally Wapachi
  418 746-391
- Wasakanish: Simeon Trapper
  819 896-8650
- Waswanipi: Marcel Happyjack
  819 753-2441 Ext. 228
- Wemindji: Edward Georgekish
  819 978-0364 Ext. 248
- Whapagootla: George Sandy
  819 929-3384

1. Information received from Mr. Steven Bearskin, President / Treasurer of the James Bay Eeyou Corporation, in a letter dated April 30, 2007
2. www.niskamoon.org
8.1 Niskamoon: Apatissiwin Fund
(The Cree Employment Fund)

CREE EMPLOYMENT AGREEMENT

OBJECTIVE

"To fulfill Hydro-Québec’s contractual obligation under the La Grande (1986) Agreement, namely, to have 150 Crees employed in permanent Hydro-Québec positions within the La Grande complex. To provide for more effective mechanisms to ensure that the undertaking is attained.”

PROGRAMS / ACTIVITIES

"A non-limitative list of possible uses of the employment fund for the employment incentives and temporary employment programs

Remedial, mitigating and environmental measures, works and programs related to:
- Creation of feeding areas, spawning areas, ports, goose ponds, stream crossing.
- Shoreline improvement and management: water flow maintenance, channeling, acceleration, stabilizing.
- Selective wood cleaning.
- Cleaning in or along rivers.
- Construction of: all-weather roads, access ramps and roads, docking points, mini-dikes.
- Other: stream, lake and bank stabilization works, restoration (planting, seeding), floating timber, ecotone.

Traditional Activity Enhancement Programs: clearing, trapping out, capture and relocation of wildlife enhancement of wildlife habitats, including habitat for big game, restoration of wildlife habitats; e.g. aquatic (falls, spawning areas, fish passes, etc.), semi-aquatic (mini-dikes, cuts to enhance reforestation, planting, sowing, etc.), terrestrial (cuts to enhance reforestation, etc.), additional physical works to prepare the sites (scarification, soil modifications, pond), channel improvement, streams, lake and bank stabilization works, shoreline improvement and management, improvement of access to certain areas, mini-dikes, additional roads, access ramps, canoe landings, navigable channels, ports, facilities for the smoking of fish and the sanitary handling of fish and transformation, facilities for the handling of fish (freezing, refrigeration), ice making and ice storage including distillation where needed, cold storage (traditional) and food preservation facilities, monitoring of harvesting activities.

FUNDS

* 4.3.1 Hydro-Québec will make available to the Niskamoon Corporation at the beginning of and for each Financial Year from April 1st, 2002 to March 31st 2017 inclusively, a yearly financial contribution composed as follows:
  a) a yearly basic financial contribution equal to the annual interest on a capital amount of thirty million dollars ($30,000,000.00) for 10 years.
  b) a yearly additional contribution amount of five million dollars ($5,000,000.00)

FOR WHO?

* 6.2 In designing, developing, approving and implementing the temporary work programs L.L., Niskamoon Corporation will take into account the following priorities and exclusions:
  a) priority will be given to projects addressed particularly to Cree Youth or to Cree trappers and their families directly impacted by Le Complexe La Grande (1975).
  b) priority will also be given to projects employing James Bay Crees and associated with alleviating negative impacts of the Le Complexe La Grande (1975) on Cree traditional activities, with furthering the use by the James Bay Crees of the areas affected by the Le Complexe La Grande (1975) with assisting in the reorganization of family hunting and trapping in such areas to meet Cree needs. L.L.

CONTACTS

See Niskamoon Corporation - General Information Sheet


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8.2 Niskamoon: Boumhounan Archaeological and Burial Sites Fund

BOUMHOUNAN AGREEMENT: CHAPTER 7

OBJECTIVE

7.5.1 The Archaeological and Burial Sites Fund shall be used to finance and carry out the Archaeological and Burial Sites Program to be defined, coordinated and carried out by Niskamoon Corporation, including operating expenses and transportation costs, in general conformity with Chapter 10 Archaeological and Cultural Heritage Fund and Schedule 5 Archaeological and Cultural Heritage Program of the Nadoshtin Agreement.

PROGRAMS / ACTIVITIES

7.3.1 The purposes of the Archaeological and Burial Sites Fund shall be as follows:
  a) initiating an Archaeological study;
  b) conducting of archaeological excavations;
  c) conducting of related studies (for example, historical documentation, paleoenvironmental studies);
  d) analysis and interpretation of findings, including communication of the results (through, for example, publications, videos, etc.);
  e) recording and preservation of traditional Cree knowledge of the lands and water that might be affected by the Project;
  f) identification and possible relocation upon request of native burial sites.

FUNDS

7.2 The L.L. Fund shall consist of an amount of TWO MILLION AND FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) in 2002 dollars (L.L.) which shall be paid L.L. within thirty (30) days from the date of the decision to L.L. proceed with the construction of the Project L.L.

7.4.1 The L.L. Fund shall be expended by Niskamoon Corporation during the period of ten (10) years following the payment by Hydro-Québec L.L."

FOR WHO?

7.6 Cree involvement

Niskamoon Corporation shall ensure that the Crees of Eastmain, Mistissini, Nemaska and Waskaganish are involved to the maximum extent possible in the planning, evaluation and carrying out of the Archaeology and Burial Sites Program.

CONTACTS

See Niskamoon Corporation - General Information Sheet

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1. Consolidated version as amended by the Niskamoon Agreement
8.3 Niskamoon: Boumhounan Eenou Indouhoun Fund

OBJECTIVE

"8.1.1. In order to promote Cree traditional activities and to mitigate the impacts of the Project [Eastmain 1-A/Rupert]…"

PROGRAMS / ACTIVITIES

"8.5 Use of the Fund

Decisions respecting disbursements from this Fund shall take particular account of the traditional activities in the area of the Project and shall be coordinated through Niskamoon Corporation, with environmental, remedial, and mitigating studies, works, measures and the programs financed from the Boumhounan Remedial Works Fund and the Boumhounan Archaeological and Rural Sites Fund provided for under Chapters 6 and 7 hereof."

FUNDS

"8.3 The Eenou Indouhoun Fund shall consist of an amount of THREE MILLION NINE HUNDRED DOLLARS ($3,900,000) (in 2002 dollars)… which shall be paid… within thirty (30) days from the date of the decision… to proceed with the construction of the Project…"

FOR WHO?

"8.4.1. For the benefit of the Crees of Eastmain, Mistissini, Nemaska and Waskaganish directly affected by the Project."

CONTACTS

See Niskamoon Corporation - General Information Sheet

8.4 Niskamoon: Boumhounan Remedial Works Fund

OBJECTIVE

"8.6.6 Use of the Boumhounan Remedial Works Fund

a) The Remedial Works Fund shall be used in accordance with 6.3 for the environmental, mitigating and remedial studies, works, measures and programs contemplated in the Chapter so as to alleviate negative impacts caused by the Project [Eastmain 1-A/Rupert] notably on the traditional and related activities of the Crees and to provide for enhancement works."

PROGRAMS / ACTIVITIES

"6.3.1. The purposes of the Boumhounan Remedial Works Fund shall be as follows:

a) to facilitate the continuance by the Crees of traditional activities;

b) to alleviate negative impact of the Project;

c) to further the use by the Crees of the areas by the Project and the reorganization of such areas;

d) to favour the biological and visual quality of the environment as well as its productivity;

e) to assist the regeneration of habitats;

f) to carry out the works and programs contemplated in Schedule 4 of Section 8 of the JBNQA and in Schedules C, D and E of the Opimiscow Agreement of January 8, 1993 involving the GCC (EI), the CRA, Hydro-Québec and the SEBJ;

g) to carry out any other works deemed appropriate by Nadoshtin Company."

FUNDS

"6.2.1. The Boumhounan Remedial Measures Fund shall consist of an amount of THIRTY-TWO MILLION DOLLARS ($32,000,000) (in 2002 dollars)… which shall be paid… within thirty (30) days from the date of the decision… to proceed with the construction of the Project…"

6.4 Scheduling and expenses

The Boumhounan Remedial Works Fund shall be expended by Niskamoon Corporation during the period of fifteen (15) years following the payment by Hydro-Québec."

FOR WHO?

Cree individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator. Principally for the use of the Cree communities who are signatories of the Agreement, the Cree Nations of Eastmain, Mistissini, Nemaska and Waskaganish.

CONTACTS

See Niskamoon Corporation - General Information Sheet
8.5 Niskamoon: Bouthounanch Training Fund

BOUHOUNAN AGREEMENT: CHAPTER 9

OBJECTIVE

*9.1 Purpose of the Training Fund*
The Parties acknowledge that certain Crees wishing to work either within the framework of the studies related to the Project (Eastmain I-A/Rupert) or for its construction need training in order to satisfy hiring requirements.

PROGRAMS / ACTIVITIES

*9.4 Use of the Fund*
The Training Fund shall be used in accordance with the provision of Chapter 10 hereof and more particularly as follows:

1. To finance training costs, including tuition fees, room and board, transportation and partial reimbursement of wages to contractors for on-the-job training incentives in contracts;
2. To recommend incentives for on-the-job training in the form of a partial reimbursement to contractors of Crees wages, and evaluate the results of these incentives based on on-the-job training follow-up reports provided by contractors or Hydro-Québec;
3. Paying for administrative costs associated with the Fund and its objects.*

FUNDS

*9.3 Composition and Payment*
The Training Fund shall consist of an amount of ONE MILLION AND FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) which shall be paid [...] within thirty (30) days from the date of the decision [...] to proceed with the construction of the Project. [...]

FOR WHO?

Cree Individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator. Principally for the use of the Cree communities who are signatories of the Agreement, the Cree Nations of Eastmain, Mistissini, Nemaska and Waskaganish.

CONTACTS

See Niskamoon Corporation - General Information Sheet

8.6 Niskamoon: Hydro-Québec and Eeyou Fund

AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN HYDRO-QUÉBEC/SEBJ AND THE CREES: CHAPTER 4

OBJECTIVE

Long-term fund to compensate for the impacts of the La Grande complex.

PROGRAMS / ACTIVITIES

*Schedule A:*
The Hydro-Québec and Eeyou Fund may be used by the Recipient of the Fund, or by a Cree Band or Cree Entity designated by the Recipient of the Fund, for the following purposes:

a) Remedial and mitigation measures, works and programs of benefit to the Crees such as those contemplated in Schedule 4 of Section B of the JBNQA and in Schedules C, D, and E of the Opimiskow Agreement;
b) Measures, works and programs to facilitate the continuation by the Crees of traditional activities, to alleviate the impacts on the Crees of the construction and operation of Le Complexe La Grande (1975), to further the use by the Crees of the areas affected by Le Complexe La Grande (1975), to favour the biological and visual quality and the productivity of such areas, and to assist in the regeneration of wildlife habitats therein;
c) Measures, works and programs to preserve and record traditional Cree knowledge and to maintain such knowledge, and to develop and enhance Cree culture;
d) Training for Crees in order to access employment and contract opportunities resulting from the operation of Le Complexe La Grande (1975), including tuition fees, room and board, training stipends, and partial reimbursement of wages to contractors for on-the-job training incentives in contracts representing not more than forty percent (40%) of the gross hourly rate paid to them;
e) Measures, works and programs to address the social and psychological impacts on the Crees resulting from the construction and operation of Le Complexe La Grande (1975) and particularly those resulting from the move of the Chisasibi Band members from Fort George to Chisasibi;
f) In light of the move of the Chisasibi Band members from Fort George to Chisasibi in order to facilitate Le Complexe La Grande (1975), for the maintenance, repair, replacement or expansion of water intake and treatment systems, sewage systems and other public utilities, roads, parks, public buildings and community facilities in Chisasibi, as well as for housing for members in Chisasibi;
g) Measures, works and programs to encourage good relations between the Crees and Hydro-Québec and other inhabitants of the James Bay territory;
h) For administration and management purposes by the Recipient of the Fund insofar as the total amount devoted to such purpose does not exceed 5% of the annual contribution to the Fund;
i) For any other purpose agreed to from time to time by Hydro-Québec and the CRA.*

FUNDS

*4.4 On April 1st, 2004 and on the first Business Day of the month of April, of each subsequent Financial Year for as long as Le Complexe La Grande (1975) is in operation, Hydro-Québec shall pay to the Recipient of the Fund an annual amount determined as follows:

1. For the 2004-2005 Financial Year: seven million dollars ($7,000,000);
2. For each subsequent Financial Year: an amount corresponding to the value of seven million dollars ($7,000,000) in 2004 dollars calculated in accordance with the [...] formula according the Consumer Price Index for Canada.*

FOR WHO?

Cree Individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator.

CONTACTS

See Niskamoon Corporation - General Information Sheet
8.7 Niskamoon: Mercury Funds

OBJECTIVE / "MERCURY AGREEMENT (2001)"

4.1.1 The Mercury Funds shall be composed of the Namess Fund, the EM 1 Mercury Fund, the Eastmain 1-A / Rupert Mercury Fund.

8.7.1 Niskamoon: Mercury Funds
- Namess Fund -

MERCURY AGREEMENT; SUB-SECTION 4.2

NAMESS FUND

"4.3.1 The Namess Fund shall be used for the purposes of funding the Monitoring and Research Programs and the Fisheries Restoration and Development Programs I."

PROGRAMS / ACTIVITIES

"Mercury Agreement, Chapter 5 -- MONITORING AND RESEARCH PROGRAMS I."

5.2 Health Monitoring and Research Programs I.

5.3 Environmental Monitoring and Research Programs I.

Chapter 6 -- FISHERY RESTORATION AND DEVELOPMENT PROGRAMS

6.1 (1) The Parties agree to the following projects:

- a) assessment of potentially harvestable Fish Stocks and monitoring of harvested Fish Stocks by the Cree;
- b) infrastructure for Fish harvesting, processing, storage and transportation;
- c) feasibility of a commercial fisheries, including fish marketing;
- d) sport fishing marketing;
- e) mitigating and remedial measures aimed at restoring subsistence fisheries:
- i) development of community fisheries;
- ii) providing or facilitating access to fishing sites;
- iii) wildlife enhancement schemes;
- iv) enhancement of camp sites for fishing purposes;
- v) technical training to establish local expertise in the types of measures contemplated herein;
- vi) the perpetuation of traditional knowledge of fishing and related activities;
- vii) the provision of fishing and related equipment;
- viii) the development and trials of fishing gear;
- ix) fish farming and the fish restocking of lakes and water bodies."

FUNDS

"4.2.1 The Namess Fund shall consist of the amount of TWENTY FOUR MILLION DOLLARS ($24,000,000) (in 2002 dollars).

4.3.3 The Parties acknowledge that one of the primary purposes of this Agreement is to restore and strengthen the Cree fisheries in ways which respond to Cree aspirations and needs. Therefore, I.1 a maximum of EIGHT MILLION DOLLARS ($8,000,000) out of the Mercury Funds may be disbursed in connection with the Monitoring and Research Programs.

4.3.4 The Namess Fund shall be disbursed by Hydro-Québec between the date of the execution of this Agreement (2002) and March 31st, 2012."

FOR WHO?

Cree Individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator.

CONTACTS

See Niskamoon Corporation – General Information Sheet

8.7.2 Niskamoon: Mercury Funds
- EM 1 Mercury Fund -

NADOSHTIN AGREEMENT; SUB-SECTION 4.5

OBJECTIVE

"4.5.1 Considering the impact of the impoundment of the Eastmain 1 Reservoir on the concentration of mercury in fish, Hydro-Québec shall provide the following funding I."

PROGRAMS / ACTIVITIES

"4.5.6 The Fund will be used and paid out, as set out in the Mercury Agreement (2001), and may be used as well for the following type of measures:
- access to alternative fishing sites;
- fishing and hunting subsidies;
- fish and wildlife habitat enhancement;
- development of waterfowl hunting ponds."

FUNDS

"4.5.5 The Fund shall consist of THREE MILLION DOLLARS ($3,000,000) (in 2002 dollars)."

"Mercury Agreement 4.35."

"4.5.8 The EM 1 Mercury Fund shall be disbursed by Hydro-Québec between the date of the execution."

FOR WHO?

"4.5.8.1 For the benefit of each of the Cree Nations of Eastmain, Mistissini, Nemaska and Waskaganish."

Cree Individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator.

CONTACTS

See Niskamoon Corporation – General Information Sheet
8.7.3 Niskamoon: Mercury Funds

- EM 1A / Rupert Mercury Fund -

BOUHOUNAN AGREEMENT*: CHAPTER 5

OBJECTIVE

*5.1 Mercury Fund
Considering the impact of Eastmain 1-A/Rupert Project on the concentration of mercury in fish, Hydro-Québec shall provide the following funding [...].

PROGRAMS / ACTIVITIES

*5.3.1 The Eastmain 1-A/Rupert Mercury Fund shall consist of an amount of THREE MILLION DOLLARS ($3,000,000) (in 2002 dollars) [...]

Funds

*5.2 There is hereby established the Eastmain 1-A/Rupert Mercury Fund which shall have a maximum duration of twenty (20) years from the date of the decision [... of Hydro-Québec to proceed with the construction of the project [...].

*5.3.1 The Eastmain 1-A / Rupert Mercury Fund shall consist of an amount of THREE MILLION DOLLARS ($3,000,000) (in 2002 dollars) [...].

FOR WHO?

*5.5.1 For the benefit of each of the Cree Nations of Eastmain, Mistissini, Nemaska and Waskaganish: Cree Individuals. Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator.

CONTACTS

See Niskamoon Corporation - General Information Sheet.

8.8 NISKAMOON: Nadoshtin Archaeology and Cultural Heritage Fund

NADOHTIN AGREEMENT*: CHAPTER 10

OBJECTIVE

*10.1 Purpose of the Archaeology and Cultural Heritage Fund
The Parties acknowledge that it is to their advantage to reconcile their responsibilities, interests and concerns regarding archaeology, traditional Cree values and knowledge and identification and relocation upon request of native burial sites, in the context of this Agreement. In order to carry out studies, works and measures in this regard in the areas likely to be affected by the Project (Eastmain I), the Parties hereby agree to establish an Archaeology and Cultural Heritage Fund *

PROGRAMS / ACTIVITIES

*Schedule 5 - ARCHEOLOGY AND CULTURAL HERITAGE PROGRAM
A. Background [...]

B.1 Archaeology [...]

i) Revision of the archaeological potential study in light of Cree knowledge;
ii) Conducting of archaeological inventories;
iii) Conducting of archaeological excavations;
iv) Conducting of related studies (for example, historical documentation, paleoenvironmental studies;
v) Analysis and interpretation of findings including communication of the results (through, for ex., publications, videos, etc.).

B.2. Traditional Values and Knowledge

The section on traditional Cree values and knowledge includes recording and preservation of traditional Cree knowledge of the lands and water that might be affected by the Project, specifically knowledge of the following:

i) Toponymy;
ii) Animal habitats and behaviour;
iii) Harvesting of plants and animals;
iv) Historical, cultural, esthetic and spiritual values associated with the areas likely to be affected by the Project [...].

B.3. Burial Sites

For the purposes of this Agreement, the Parties agree to apply the following measures:

i) Niskamoon Corporation, when the next of kin so requests, shall, endeavour to identify native burial sites which might be affected by the works related to the Project, prior to the carrying out of such works where possible, and shall, endeavour to relocate such burial sites or provide suitable alternative means of remembrance of Cree dead buried in such sites;

ii) Niskamoon Corporation shall be responsible for informing the James Bay Cree of the procedures available for the identification and, where it is possible and it is requested, for the relocation of burial sites of Cree which might be affected by the Project [...].

iii) Niskamoon Corporation shall, obtain and transmit information and communications relating to the said identification and relocation of burial sites or said alternative means and it shall also communicate with the religious and civic authorities respecting the said matters on behalf of the Cree;

iv) Pursuant to the provisions of paragraph 3 above, Niskamoon Corporation shall, to the extent that same has not already been done, obtain the names of individual Cree who may have relatives buried in the areas affected by the Project;

v) Prepare a list of persons wishing to identify burial sites and to obtain from the after wards, when appropriate and when possible, their decision to relocate symbolically human remains buried in such sites, or, provided same is reasonable, to relocate same physically;

vi) Keep records of all identified sites;

vii) Select new sites subject to the agreement of the interested next of kin and of the Parties hereto;

viii) Arrange the ceremonies or relocations requested, subject to the other provisions hereof.
8.8 NISKAMOON: Nadoshtin Archaeology and Cultural Heritage Fund (continued)

PROGRAMS / ACTIVITIES (continued)

- 5. In cases where the next of kin requests a religious ceremony instead of relocation of burial sites, Niskamoon Corporation shall assume the expenses in connection with such religious ceremony provided such expenses are reasonable and agreed upon by Niskamoon Corporation prior to such ceremony.

- 6. Niskamoon Corporation shall be responsible for the planning and logistics required for the identification and marking in the field of such sites, including the preparation of suitable plans showing the burial sites which may be affected by the Project and for arrangements relating to the symbolic or physical relocation or alternative means of remembrance:

- 7. Niskamoon Corporation shall establish a program of identification, marking, relocation or alternative means of remembrance taking into account Hydro-Québec’s proposed schedules and the location of the work (…)

- 8. Niskamoon Corporation shall make a report (…)

- 9. C. Cultural Heritage Advisory Committee (…)

- 10. D. Coordinator (…)

Funds

10.3.1. The Archaeology and Cultural Heritage Fund shall consist of an amount of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) in 2002 dollars, from (…) Hydro-Québec which shall be paid (…) within thirty (30) days for the date of the decision (…) to proceed with the construction of the Project (…)

10.4.1 The D.I Fund shall be expended (…) during the period of ten (10) years following the payment (…)”

Funds

11.1 Purpose of the Eenou Indohoun Fund

11.1 The parties also acknowledge that the Project (Eastmain 11) will have impacts upon the traditional activities of certain Crees particularly in the area of the Project. In order to promote Cree traditional activities and to mitigate the impacts of the Project thereon, the Parties have agreed to establish and establish an Eenou Indohoun Fund.

PROGRAMS / ACTIVITIES

“The Eenou Indohoun Fund may be used for traditional activities as well as for the types of work, services, contributions, subsidies, grants, projects and programs listed hereafter:

A. Trappers’ Cabins and Camps: new cabins and camps, renovations, improvements, infrastructure, maintenance, relocation, power/energy sources;

B. Communication Infrastructure: enlargement, substantial improvements, VHF radios, satellite hook up;

C. Trapline Management: wildlife monitoring, harvesting monitoring, relocation of animals, outfitting;

D. Self-Insurance Plan: liability, camps and cabins, equipment, fire, pension and disability, theft;

E. Transportation: subsidies (for different modes of transportation), petroleum products, shelter subsidy, aircraft, storage facilities, clearing (e.g. snowmobile trails and portage), reconnaissance visits, navigation corridors, other measures to improve access;

F. Enhancement of Traditional Activities: improvement and restoration of habitats, waterfowl management, goose corridors, goose ponds, canoe landings areas and docks, landing areas, parking areas, fish spawning areas, research, studies and inventories (harvesting, feeding, spawning), equipment repairs, management of water levels (e.g. ponds, small, shallow, fish farms and hatcheries), restocking of existing lakes and rivers, creation of fish passes, monitoring of harvesting activities, various subsidies, traditional pursuits and training;

G. Other Works and Programs: road maintenance, snow removal, contracts, equipment, garage facilities, storage sheds, trappers’ energy conservation programs, programs related to archaeology, shoreline clearing, facilities for the smoking of fish and the sanitary handling of fish and transformation, facilities for the handling of fish (freezing, refrigeration), ice making and ice storage including disinfestation where needed, cold storage (traditional) and food preservation facilities;

The different works, programs and measures contemplated by this Schedule are meant to create opportunities for Cree trappers.”

Funds

11.3 The Eenou Indohoun Fund shall consist of an amount of THREE MILLION NINE HUNDRED DOLLARS ($3,900,000) in 2002 dollars which shall be paid (…) within thirty (30) days for the date of the decision (…) to proceed with the construction of the Project (…)

FOR WHO?

“Nadoshtin Agreement, 2.2 General Purposes (…) to reduce the impacts of the Project on the Crees, in particular those of Eastmain, Mistissini, Nemaska and Waskaganish (…)”

“Nadoshtin Agreement, 2.2 General Purposes (…) for the benefit of the Crees of Eastmain, Mistissini, Nemaska and Waskaganish directly affected by the Project.”

CONTACTS

See Niskamoon Corporation - General Information Sheet.

1: Consolidated version as amended by the Niskamoon Agreement.
8.10 NISKAMOON: Nadoshtin Remedial Measure Fund

NADOSHTIN AGREEMENT; CHAPTER 9

OBJECTIVE

*9.1.1.1 to carry out environmental, mitigating and remedial studies, works, measures and programs in
collection with the Project [Eastmain II].*

9.3.3 The purposes of the Remedial Measures Fund shall be as follows:

i) to permit the continuance by the Crees of traditional activities;

ii) to the extent necessary to ensure that Crees have the option to use desired fishing and netting techniques;

iii) to the extent necessary to ensure that Crees have the right to use the fishing techniques of their ancestors;

iv) to the extent necessary to ensure that Crees have the right to participate in the assembling and setting-up of travelling or permanent exhibitions displaying artefacts and other archaeological finds related with the Cree culture in connection with the Project, provided that such participation does not exceed fifty percent (50%) of the total cost of any such exhibition and that the Cree Parties first secure financing for at least fifty percent (50%) of such cost;

v) to permit the continuance by the Crees of traditional activities;

vi) to enhance reforestation, bank stabilization, etc.);

vii) semi-aquatic (mini-dikes, cuts to enhance reforestation, planting, sowing, etc) and terrestrial (cuts to enhance reforestation, bank stabilization, etc.);

viii) participation in the assembling and setting-up of travelling or permanent exhibitions displaying artefacts and other archaeological finds related with the Cree culture in connection with the Project, provided that such participation does not exceed fifty percent (50%) of the total cost of any such exhibition and that the Cree Parties first secure financing for at least fifty percent (50%) of such cost;

ix) additional works to prepare sites (scarification, soil modification, ponds);

x) landscaping for visual quality;

xi) for the Fund, unless otherwise decided by the Board of Directors of Nadoshtin Company.

PROGRESS / ACTIVITIES

"Nadoshtin Agreement, Schedule 6: POSSIBLE USES OF THE REMEDIAL MEASURES FUND"

The Remedial Measures Fund may be used for the types of environmental, mitigating and remedial studies, works, measures, programs, subsidies and grants listed hereafter upon the date of the decision by resolution of the Board of Directors of Nadoshtin Company. However, the overall cost of the studies related to the environmental, mitigating and remedial, words, measures and programs financed through the Remedial Measures Fund shall not exceed the equivalent of fifteen percent (15%) of the amount provided for the Fund, unless otherwise decided by the Board of Directors of Nadoshtin Company.

A. General

i) Measures related to the creation of a multipurpose reservoir;

ii) Restoration and enhancement of wildlife habitats e.g., aquatic (islands, spawning areas, fish passes, etc.), semi-aquatic (trenches, cuts to enhance reforestation, planting, sowing, etc.) and terrestrial (cuts to enhance reforestation, bank stabilization, etc.);

iii) Participation in the assembling and setting-up of travelling or permanent exhibitions displaying artefacts and other archaeological finds related with the Cree culture in connection with the Project, provided that such participation does not exceed fifty percent (50%) of the total cost of any such exhibition and that the Cree Parties first secure financing for at least fifty percent (50%) of such cost;

iv) As the case may be, construction, operation and maintenance of a remedial works camp.

B. Habitat Restoration and Enhancement Measures

i) Reservoir clearing for multifunctional purposes;

ii) Enhancement of moose habitat;

iii) Long-term beaver population sustainability program outside the reservoir;

iv) Restocking or introduction of species of fur bears and mammals;

v) Improvement of wildlife habitat, including habitat for big game;

vi) Creation of goose hunting ponds;

vii) Enhancement of shore line habitats;

viii) Enhancement of waterfowl habitat, including nesting and staging areas;

ix) Muskie enhancement;

x) Clearing for ecotone restoration;

xi) Creation of embayments;

xii) Stream management and habitat improvement for the Eau Claire River;

xiii) Predator control measures.

C. Trapping-out or Relocation

i) Aerial surveys to locate beaver lodges and other animals;

ii) Harvesting or relocation of animals in areas to be flooded, prior, during and after impoundment.

D. Fish Management, Conservation and Enhancement Measures

i) Enhancement of fish habitat and improvement of fishing;

ii) Cleaning of tributaries to enhance fishing (fish stocks);

iii) Measures to ensure that Crees have the option to use desired fishing and netting techniques;

iv) Fish conservation and rehabilitation program;

v) Stream management programs for spawning areas and nursery programs;

vi) Creation of artificial spawning areas;

vii) Fish hatcheries;

viii) Restocking of existing lakes and rivers to offset losses of productivity;

ix) Fishing-out program for predatory fish.

PROGRAMS / ACTIVITIES (continued)

E. Improvement of Sites

i) Production of plants

ii) Planting of trees;

iii) Additional works to prepare sites (scarification, soil modification, ponds);

iv) Landscaping for visual quality.

F. Access for Crees

i) Improvement of access to certain areas;

ii) Access ramps, canoe landings, navigation channels, portages, additional roads;

iii) Creation of stream crossings;

iv) Landing sites for boats and planes for areas in reservoir;

v) Snowmobile trail networks for trappers;

vi) Recovery and disposal of floating timber and debris.

G. Measures For Specific Areas

1. The R-19 Island

   i) Access (including channel improvement);

   ii) Landing areas;

   iii) Habitat restoration and enhancement measures.

2. The Village Lakes area

   i) Fish management and conservation measures.

3. The upper stretch portion of the reservoir from approximately the 12th transmission line crossing to the east:

   i) Shoreline cleaning and enhancement;

   ii) Habitat restoration and enhancement measures (including reconstitution of riparian habitats);

   iii) Creation of shoreline and bank stabilization;

   iv) Fish management and conservation;

FUND

*9.3.1

i) The Remedial Measures Fund shall consist of an amount of EIGHTEEN MILLION DOLLARS ($18,000,000) in 2002 dollars [...]

9.4.1 The Remedial Measures Fund shall be expended by Hydro-Québec during the period of fifteen (15) years following the date of the decision [...]. To proceed with the construction of the Project.*

FOR WHO?

"Nadoshtin Agreement, Schedule 6: POSSIBLE USES OF THE REMEDIAL MEASURES FUND"

22. General Purposes

1. To reduce the impacts of the Project on the Crees, in particular those of Eastmain, Mistissini, Nemaska and Waskaganish [...]."

CONTACTS

See Niskamoon Corporation - General Information Sheet.
OBJECTIVE

"12.1 Purpose of the Training Fund
The Parties acknowledge that certain Crees wishing to work either within the framework of the studies related to the Project [Eastmain 1] or for its construction need training in order to satisfy hiring requirements."

PROGRAMS / ACTIVITIES

"12.4 Use of the Fund
The Training Fund shall be used in accordance with the provision of Chapter 13 [Contracts, Employment and Training] hereof to finance training costs, including tuition fees, room and board, transportation and partial reimbursement of wages to contractors for on-the-job training incentives in contracts.

13.4.2 Identification of Crees Available for work
The Cree Parties will prepare a list of Cree candidates available and interested to work on jobs related to the Project [...] Such list will propose the following order of priority:

a) the Cree trappers whose traplines are directly affected by the Project and their families;
b) Cree candidates from the Cree communities of Eastmain, Mistissini, Nemaska and Waskaganish;
c) Cree candidates generally available and interested to work on jobs related to the construction of the Project."

FUNDs

"12.3 Funding
The Training Fund shall consist of an amount of ONE MILLION AND FIVE HUNDRED THOUSAND DOLLARS ($1,500,000) in 2002 dollars [...]. The payment shall be made within thirty (30) days from the date of the decision, [...] to proceed with the construction of the Project."

FOR WHO?

" Nadoshtin Agreement; 2.2 General Purposes [...]

1) to reduce the impacts of the Project on the Crees, in particular those of Eastmain, Mistissini, Nemaska and Waskaganish [...]."

CONTACTS
See Niskamoon Corporation - General Information Sheet

OBJECTIVE

"9.1 In order to promote Cree Traditional activities and to mitigate the impacts of projects [LA-1, LA-2] [...]."

PROGRAMS / ACTIVITIES

“Schedule C: Possible uses of the Indoho Fund
The Indoho Fund may be used for traditional activities as well as for the following types of works, services, contributions, projects and programs:

Trappers' cabins: new cabins, renovations, improvements, infrastructure, maintenance, relocation, power/energy sources.
Communication infrastructure: enlargement, substantial improvements; VHF radios, satellite hook-up.
Trapline management: wildlife monitoring, harvesting monitoring, relocation of animals, outfitting.
Set Insurance Plan (to a maximum of 20% of the Indexed amount payable annually to the Indoho Fund for the first five (5) years and 10% thereafter: liability, cabins, equipment, fire, pension and disability.
Transportation: Subsidies for bush planes; roads and skidoo trails; petroleum products; shelter subsidy; aircraft docking areas; reconnaissance visits.

Traditional Activity Enhancement Programs: Improvement of habitats; waterfowl management programs; goose corridors; goose ponds; canoe landing areas; landing areas; reservoir navigation; parking areas; fish spawning areas; research; studies and inventories (harvesting, nesting, feeding, spawning); equipment, repairs; management of water levels; e.g. ponds, small, slits, fish farms and hatcheries; creation of fish passes; monitoring of harvesting activities; various subsidies; traditional pursuits.

Other works and programs: Road maintenance; snow removal; contracts; equipment; garage facilities; storage sheds; trappers' energy conservation programs; programs related to archaeology; shoreline cleaning; facilities for the smoking of fish and the sanitary handling of fish and transformation; facilities for the handling of the fish (freezing, refrigeration); ice making and ice storage including disinfection where needed; cold storage (traditional) and food preservation facilities."

Funds

"9.3 Hydro-Québec shall pay, commencing on the date of execution of this Agreement [1993], [...]. fifty (50) annual payments of FIVE HUNDRED THOUSAND DOLLARS ($500,000) indexed annually [...]."

FOR WHO?

Cree Individuals, Cree communities and other Cree entities may present a project by contacting a Niskamoon Local Coordinator. The Fund is aimed at Crees from Chisasibi and Wemindji, who were signatories of the agreement.

CONTACTS
See Niskamoon Corporation - General Information Sheet
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