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# NATIONAL ASSEMBLY

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FIRST SESSION

THIRTY-THIRD LEGISLATURE

Bill 166

## **An Act respecting the James Bay Eeyou Corporation**

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### **Introduction**

**Introduced by  
Mr John Ciaccia  
Minister of Energy and Resources**



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#### EXPLANATORY NOTES

*The object of this bill is to establish a non-profit corporation under the name of “James Bay Eeyou Corporation” and provide an appropriate legal framework for the mandate conferred on the Corporation by the La Grande (1986) Agreement and the Complementary Agreement No 7 to the James Bay and Northern Québec Agreement. The bill determines the objects, duties and powers of the Corporation and places the management of the three funds created by the Agreement under the responsibility of the Corporation.*

*The bill includes miscellaneous and transitional provisions relating to the transfer of rights and obligations with respect to transactions that may have taken place on behalf of the Corporation before the coming into force of this bill and regarding the devolution of the rights and obligations of the La Grande Complex Remedial Works Corporation.*

*Finally, this bill replaces the Act respecting the La Grande Complex Remedial Works Corporation (R.S.Q., chapter S-13.2).*

# Bill 166

## An Act respecting the James Bay Eeyou Corporation

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

### DIVISION I

#### INTERPRETATION

**1.** In this Act, the word “Agreement” means the La Grande (1986) Agreement reached between the Grand Council of the Crees (of Québec), the Cree Regional Authority, the Chisasibi Band, the Whapmagoostoo Band, the Wemindji Band, the Eastmain Band, the Waswanipi Band, the Nemaska Band, the Waskaganish Band, the Mistassini Band, the Crees of Oujé/Bougoumou, Hydro-Québec and the Société d’Énergie de la Baie James, dated 6 November 1986, and the Complementary Agreement No 7 to the James Bay and Northern Québec Agreement, dated 6 November 1986, tabled before the Secretary of the National Assembly on 17 December 1986 as Sessional Papers Nos 625 and 626.

### DIVISION II

#### INCORPORATION AND ORGANIZATION

**2.** The “Société Eeyou de la Baie-James” is hereby incorporated.

The Corporation may also be designated under the name, in English, of “James Bay Eeyou Corporation” and, in Cree, of “Eeyou companee”.

**3.** The Corporation is a non-profit corporation.

**4.** Subject to inconsistent provisions of this Act, the Corporation is governed by Part III of the Companies Act (R.S.Q., chapter C-38).

**5.** The head office of the Corporation shall be situated within the territory formed by the Category IA lands of the Cree Community of Chisasibi determined pursuant to the Act respecting the land regime in the James Bay and New Québec territories (R.S.Q., chapter R-13.1); notice of the location or of any change of location of the head office shall be published in the *Gazette officielle du Québec*.

The Corporation may hold its sittings anywhere in Québec.

The Corporation may establish regional offices in any place determined by it.

**6.** The affairs of the Corporation shall be managed by a board of directors composed as follows:

- (1) all the persons who are members of the Cree Regional Authority;
- (2) two persons appointed by the Crees of Oujé/Bougoumou;
- (3) four persons appointed by Hydro-Québec;
- (4) a maximum of three persons appointed by the Gouvernement du Québec with the consent of the Cree Regional Authority;
- (5) one person appointed by the Government of Canada with the consent of the Cree Regional Authority.

**7.** The Cree Regional Authority shall appoint a chairman of the board from among the members of the board of directors.

The chairman shall preside at meetings of the board of directors, see to its proper management and shall assume all other duties assigned to him under the by-laws of the Corporation.

**8.** The members of the board of directors shall elect, from among themselves, a vice-chairman who shall perform the duties of the chairman when the latter is absent.

**9.** The chairman shall be appointed for a term of not over five years and the other members for a term of not over three years.

**10.** Each member of the board of directors shall remain in office, notwithstanding the expiry of his term, until he is replaced or reappointed.

Any vacancy occurring before the expiry of a term shall be filled in the manner and for the time indicated in sections 6 and 9.

Any appointment to replace a member of the board who is unable to act shall be made according to the procedure of appointment applicable to the member being replaced.

**11.** The quorum for meetings of the board of directors shall be a majority of its members, including the chairman.

In the event of a tie-vote, the chairman or, if unavailable, the vice-chairman shall have a casting vote.

**12.** The chairman shall see to the carrying out of the decisions of the board of directors and shall be responsible for the direction and management of the Corporation within the scope of the Corporation's by-laws and policies.

**13.** The Cree Regional Authority shall determine, from time to time, the salary, allowances, indemnities and other conditions of employment of the chairman of the board.

**14.** The secretary and the other staff members of the Corporation shall be appointed and remunerated in accordance with the norms, scales and staffing plans established by by-law of the Corporation.

**15.** Every member of the board of directors, other than the chairman, having a direct or indirect interest in an undertaking which places his personal interest in conflict with that of the Corporation shall, under pain of forfeiture of his office, disclose his interest in writing to the chairman and abstain from voting on any decision bearing upon the undertaking in which he has an interest.

On pain of forfeiture of office, neither the chairman nor the employees of the Corporation shall have any direct or indirect interest in an undertaking placing their personal interest in conflict with that of the Corporation. However, forfeiture is not incurred if the interest devolves by succession or gift provided it is renounced or disposed of with diligence.

**16.** The Corporation may, subject to the conditions set forth in the Agreement, establish committees to advise it on any question relating to its objects, duties and powers.

**17.** The Corporation may, by by-law, appoint an executive committee, determine its duties and powers and fix the terms of office of its members.

**18.** The minutes of the sittings of the board of directors, if approved by the board and certified by the chairman or by any other person authorized to do so by the internal management by-laws of the Corporation, are authentic. The same applies to documents or copies of documents emanating from the Corporation or forming part of its records when so certified.

**19.** No document shall engage the liability of the Corporation unless it is signed by the chairman or, in cases determined by by-law of the Corporation, by an employee of the chairman.

The Corporation may permit, by by-law, on such conditions and for such documents as it determines, that a required signature be affixed by means of an automatic device or that a facsimile of a signature be engraved, lithographed or printed. However, the facsimile shall have the same value as the signature itself only if the document is countersigned by a person authorized by the Corporation.

**20.** A decision of the board of directors signed by all the members has the same value as if it had been made at a regular sitting.

### DIVISION III

#### OBJECTS, FUNCTIONS AND POWERS

**21.** The Corporation shall have the following objects:

(1) to carry out the functions vested in it by the Agreement for the social improvement of the Cree communities;

(2) to improve the conditions and economic circumstances of the members of the Cree communities, to promote the general welfare of the James Bay Crees and provide employment and training opportunities for the James Bay Crees;

(3) to carry out the necessary measures to mitigate the impact of Le Complexe La Grande (1975);

(4) to assist the Cree Bands in preserving their traditional way of life based on hunting, fishing and trapping and in promoting the culture, values and traditions of the Crees;

(5) to provide a structured and effective framework intended mainly for an improved relationship between the Crees and Hydro-Québec.

**22.** For the attainment of its objects, the Corporation shall have the following duties:

(1) to study, plan, design and carry out, in cooperation with Hydro-Québec, measures to mitigate the impact of Le Complexe La Grande (1975) on Cree activities, particularly hunting, fishing and trapping activities;

(2) to cooperate with Hydro-Québec to ensure, with respect to any project contemplated in the Agreement, observance of the social and environmental impact assessment and review procedures;

(3) to carry out such other functions, powers and duties as may be conferred upon it by the Agreement.

**23.** The Corporation shall have, in particular, the power

(1) to manage and administer the funds created by the Agreement;

(2) to propose, in accordance with the Agreement, a procedure for the efficient processing of and the terms and conditions for settling the claims of the Crees against Hydro-Québec;

(3) to utilize its funds to purchase and hold shares, debentures or other securities of any corporation and sell the same or otherwise dispose of them.

**24.** The Corporation may make any by-law concerning the attainment of its objects, the performance of its duties and the exercise of its powers as well as for its internal management.

**25.** The approval of by-laws, administrative and financial procedures, financial policies, annual budgets, investment projects and programs which entail benefits to Cree individuals shall require the affirmative vote

(1) of not less than two-thirds of the directors; or

(2) of the directors representing at least six of the Cree Bands which are parties to the Agreement.

Moreover, the approval of administrative budgets, studies, investment projects and programs pursuant to Chapter 5 of the

Agreement shall require the affirmative vote of at least two of the directors appointed by Hydro-Québec.

#### DIVISION IV

##### ADMINISTRATIVE AND FINANCIAL PROVISIONS

#### § 1.—*Administration*

**26.** Part of the work for mitigating the impact of Le Complexe La Grande (1975) on the activities of the Crees shall be carried out through third party contracts administered and supervised by the Corporation.

**27.** The Corporation may adopt measures to promote the training and employment of and the awarding of contracts to the Crees.

**28.** The Corporation shall establish the financial policies governing the management of its assets including investments and disbursements.

**29.** The Corporation may engage the services of financial advisers to assist in the management of its investments and to carry out financial transactions.

**30.** Cree Bands and Cree enterprises shall have a preferential margin of 10% with respect to the awarding of contracts.

#### § 2.—*Funds*

**31.** Hydro-Québec shall, for the purposes of the “Mitigating Works (SOTRAC 1986) Fund”, pay to the Corporation the sum of 15 million dollars, in accordance with the Agreement.

**32.** The Corporation shall control and administer the Mitigating Works (SOTRAC 1986) Fund for carrying out remedial works and programs as described in Schedule 4 of Section 8 of the James Bay and Northern Québec Agreement.

The fund shall also be used to mitigate the impact of Le Complexe La Grande (1975) as provided in the Agreement.

**33.** The Corporation shall carry out works to mitigate the impact of Le Complexe La Grande (1975) on the activities of the Crees on the proposal of any member of a Cree Band or any Cree Band Council, or on its own initiative or following a recommendation by Hydro-Québec, subject to the approval of any Band affected by such measures.



**34.** The Corporation shall, in accordance with the Agreement, establish rules for studying, authorizing and carrying out measures to mitigate the impact of Le Complexe La Grande (1975).

**35.** Any sum remaining in the Mitigating Works (SOTRAC 1986) Fund which, on 6 November 2001, has not been specifically allocated for mitigating the impact of Le Complexe La Grande (1975) on the activities of the Crees may be used for community measures or for the Cree Economic Assistance Fund contemplated in the Agreement.

**36.** Hydro-Québec shall, in accordance with the Agreement, pay to the Corporation the sum of 50 million dollars for the purposes of the “Cree Community Fund”.

**37.** The Corporation shall have the control and management of the Cree Community Fund. The Corporation may use the fund for any community activity that entails benefits to the Crees.

**38.** Hydro-Québec shall, in accordance with the Agreement, pay to the Corporation the sum of 45 million dollars for the purposes of the “Cree Economic Assistance Fund”.

**39.** The Corporation shall, in accordance with the Agreement, have the control and management of the Cree Economic Assistance Fund for the purposes of providing economic assistance to individual Crees and Cree entities, including the Bands.

**40.** The Corporation shall manage the combined assets of the three funds established under the Agreement as a single unit with respect to investments and financial transactions.

**41.** The Corporation shall account, in accordance with the Agreement, for all sums of money managed by it for each of the three funds. The accounting shall show all internal transactions for each fund.

### § 3.—*Books and accounts*

**42.** The books and accounts of the Corporation shall be audited each year by an auditor designated by the Corporation.

## DIVISION V

### MISCELLANEOUS AND TRANSITIONAL PROVISIONS

**43.** This Act replaces the Act respecting the La Grande Complex Remedial Works Corporation (R.S.Q., chapter S-13.2).

**44.** The James Bay Eeyou Corporation is substituted to the La Grande Complex Remedial Works Corporation (SOTRAC) and shall, as such, have its rights and assume its powers and obligations.

**45.** All amounts paid to the La Grande Complex Remedial Works Corporation pursuant to Section 8 of the James Bay and Northern Québec Agreement and remaining unspent on (*insert here the date of coming into force of this Act*) shall be transferred, in accordance with the Agreement, to the Corporation and form part of the “Mitigating Works (SOTRAC 1986) Fund”.

**46.** In any order in council, order, contract, agreement or any other document, the expression “La Grande Complex Remedial Works Corporation (SOTRAC)” or the sigla “SOTRAC” is replaced, if the context allows it, by the expression “James Bay Eeyou Corporation”.

**47.** The Corporation shall assume the rights and obligations arising from the contracts signed on its behalf under the Agreement before (*insert here the date of coming into force of this Act*).

**48.** Paragraph 2 of section 6 will cease to apply from such time as the Oujé/Bougoumou Band becomes a member of the Cree Regional Authority.

**49.** The second paragraph of section 25 shall cease to have effect on 31 December 1991.

**50.** The Corporation shall ratify the Agreement at its first meeting.

**51.** The Minister of Energy and Resources shall be responsible for the administration of this Act.

**52.** This Act comes into force on (*insert here the date of assent to this Act*).