

THIRD SESSION
THIRTY-FIRST LEGISLATURE

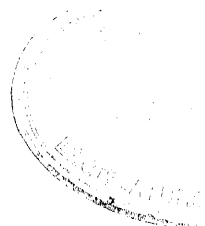
ASSEMBLÉE NATIONALE DU QUÉBEC

Bill 32

**An Act to create the La Grande Complex Remedial
Works Corporation**

First reading
Second reading
Third reading

M. GUY JORON
Ministre délégué à l'énergie



L'ÉDITEUR OFFICIEL DU QUÉBEC

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EXPLANATORY NOTES

In application of the Agreement concerning James Bay and Northern Québec, this bill establishes, under the name of "La Grande Complex Remedial Works Corporation (SOTRAC)", a corporation whose objects will be to study, plan and execute remedial works and programmes to alleviate negative impacts of the La Grande Complex on the activities of the Crees, particularly their hunting and fishing.

The works and programmes will involve, inter alia, the re-location of the fauna while the La Grande Complex is being completed, the restoration of the natural environment and the return to it of the fauna after the work is completed, the reorganization of the Cree traplines as a consequence of the La Grande Complex and other remedial works and programmes provided for in the Agreement.

The board of directors of the Corporation will consist of five members, two of whom will be appointed by the Cree Regional Authority, two by La Société d'énergie de la Baie James and a fifth, a non-voting member, by the Cree Regional Authority with the approval of La Société d'énergie de la Baie James.

Bill 32

An Act to create the La Grande Complex Remedial Works Corporation

HER MAJESTY, with the advice and consent of the Assemblée nationale du Québec, enacts as follows:

DIVISION I

INTERPRETATION

1. In this act, unless the context indicates otherwise,

(a) “Cree Regional Authority” means the public corporation incorporated under that name by the Act respecting the Cree Regional Authority (1978, chapter *insert here the chapter number of Bill 25*);

(b) “Complexe La Grande” means the Complexe La Grande (1975) contemplated in Schedule I to Section 8 of the Agreement;

(c) “board” means the board of directors of the Corporation;

(d) “Agreement” means the Agreement contemplated in section 1 of the Act approving the Agreement concerning James Bay and Northern Québec (1976, chapter 46);

(e) “Corporation” means the La Grande Complex Remedial Works Corporation, established by this act.

DIVISION II

INCORPORATION AND ORGANIZATION

2. A non-profit corporation is incorporated under the name of “Société des travaux de correction du Complexe La Grande”.

The Corporation may also be designated under the name, in English, of “La Grande Complex Remedial Works Corporation”.

The Corporation may also be designated under the sigla "SOTRAC".

3. Subject to inconsistent provisions of this act, the Corporation is governed by Part III of the Companies Act (Revised Statutes, 1964, chapter 271).

4. The head office of the Corporation is located at Montreal; the Corporation may, in addition, establish regional offices.

5. The objects of the Corporation are to study, plan and execute remedial works and programmes to alleviate negative impacts of the La Grande Complex on the activities of the Crees, particularly their hunting and fishing.

6. The works and programmes contemplated in section 5 involve, *inter alia*,

(a) the relocation of the fauna while the La Grande Complex is being completed, and the restoration of the natural environment and the return to it of the fauna after the work is completed;

(b) the reorganization of the Cree traplines as a consequence of the La Grande Complex;

(c) the remedial works and programmes that must be carried out downstream of the LG1 powerhouse and downstream of the points of diversion of the Eastmain and Opinaca Rivers, subject to the undertakings of La Société d'énergie de la Baie James under subsections 8.5, 8.6 and 8.7 of the Agreement for which the Corporation is not responsible;

(d) the works and programmes provided for in Schedule 4 to Section 8 of the Agreement.

7. The powers of the Corporation are exclusively exercised by its board of directors.

8. The board of directors of the Corporation consists of five members, one of whom is a non-voting member.

9. Two of the voting members are appointed during pleasure by the Cree Regional Authority; the two other voting members are appointed during pleasure by La Société d'énergie de la Baie James.

10. The non-voting member is appointed during pleasure by the Cree Regional Authority with the approval of La Société d'énergie de la Baie James.

11. Any resolution of the board of directors must be approved by the majority of the voting members present; the majority must be formed of at least one voting member appointed by the Cree Regional Authority and of at least one voting member appointed by La Société d'énergie de la Baie James.

12. In the case of a tie-vote, the chairman does not have a casting vote, but the resolution may thereupon be submitted to arbitration by any member of the board of directors having voted on the said resolution, in conformity with sections 13 to 16.

13. La Société d'énergie de la Baie James and the Cree Regional Authority each appoint an arbitrator; the two arbitrators so appointed appoint a third.

If the two appointed arbitrators cannot agree upon a third arbitrator within thirty days from the arbitration demand, the chief judge of the Provincial Court, upon a motion of La Société d'énergie de la Baie James or the Cree Regional Authority, shall appoint one of the judges of the said Court to act as the third arbitrator.

14. The arbitrators meet within thirty days from the date of appointment of the third arbitrator to examine and decide the dispute of which they are seized.

15. The arbitration award is rendered in writing within ten days after the end of the arbitration sittings; a notice of it is given to La Société d'énergie de la Baie James and the Cree Regional Authority.

16. The award of the arbitrators is final and binding upon La Société d'énergie de la Baie James and the Cree Regional Authority. It is executed under the authority of the competent court, upon a motion for homologation. The said motion must be made within the year following the date of the award.

17. The Crees propose the remedial works and programmes they consider necessary through one of the members of the board appointed by the Cree Regional Authority.

Any other party to the Agreement may make such proposals directly to the Corporation.

18. La Société d'énergie de la Baie James asserts its views on the proposals of the Crees through the members of the board appointed by it.

19. The members of the board appointed by La Société de la Baie James may oppose projected works and programmes which

they consider outside the permissible scope of remedial works and programmes, or that appear incompatible with the La Grande Complex works or with the legal or regulatory provisions on expenditure of public funds.

The members of the board appointed by the Cree Regional Authority may also oppose programmes that, in their opinion, are incompatible with the interests of the Crees or that are outside the permissible scope of remedial works and programmes.

Such an opposition must, at the request of either party, be submitted to arbitration in accordance with sections 13 to 16.

20. Until 1 January 1986 or, depending on which date is the later, until all the payments of La Société d'énergie de la Baie James hereinafter provided for the financing of the Corporation have been made, La Société d'énergie de la Baie James and the Cree Regional Authority may agree, by resolution of their respective boards of directors, to the withdrawal of either of them from the board of directors of the Corporation and to its ceasing to appoint members thereto.

After the expiry of the delays provided for in the first paragraph, either of these bodies may withdraw from the board of directors of the Corporation, thus ceasing to appoint members thereto, by resolution of its board of directors.

In that case, sections 11 to 19 cease to apply from the publication, in the *Gazette officielle du Québec*, of the resolutions hereinabove mentioned and all the members of the board of directors are appointed during pleasure by the body still represented.

21. La Société d'énergie de la Baie James shall pay to the Corporation, in accordance with subsection 8.9.4 of the Agreement, the amounts mentioned therein for the years 1978 and following, on the dates mentioned therein. Subject to section 30, and in accordance with the said subsection 8.9.4 of the Agreement, La Société d'énergie de la Baie James shall pay to the Corporation, from the date of the coming into force of this act, the amounts provided for in the said subsection 8.9.4 of the Agreement for the years 1976 and 1977.

22. The Cree bands and enterprises enjoy, in the awarding of contracts by the Corporation, a 10% price preferential.

23. The Corporation may claim the rights provided for in its favour in Section 8 of the Agreement and the obligations imposed upon it by the said Section are binding upon it.

24. The Corporation shall not proceed with its own dissolution or the voluntary winding-up of its property without the consent of La Société d'énergie de la Baie James.

25. In the case of the dissolution or winding-up of the Corporation, its property is devolved upon non-profit agencies designated jointly by the Cree Regional Authority and La Société d'énergie de la Baie James.

26. Hydro-Québec is substituted in the rights, interests and obligations recognized or imposed by this act upon La Société d'énergie de la Baie James, in the case of the dissolution of the latter.

27. All sums, except those contemplated in subparagraph *b* of subsection 8.9.4 of the Agreement, spent by La Société d'énergie de la Baie James in the name of the Corporation with the consent of the Grand Council of the Crees (of Québec) from the signing of the Agreement until the coming into force of this act, are deducted from the amounts that La Société d'énergie de la Baie James must pay to the Corporation in accordance with section 21.

28. The Corporation assumes the rights and obligations arising out of contracts signed on behalf of the Corporation before its incorporation by the Grand Council of the Crees (of Québec) and La Société d'énergie de la Baie James from the date of the signing of the Agreement until the date of the coming into force of this act.

29. The Corporation shall not make gifts or otherwise distribute its property to its members nor benefit them in any manner whatsoever. All revenues or property of the Corporation must be used for the attainment of its objects.

30. This act will come into force on the date to be fixed by proclamation of the Government.