Parc national Assinica Project

Project Notice

Presented to the: Evaluating Committee for the James Bay and Northern Québec Agreement

By the: Ministère du Développement durable, de l'Environnement et des Parcs Direction du patrimoine écologique et des parcs Service des parcs

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1 INTRODUCTION

Québec's network of protected areas is intended to preserve, for present and future generations, representative areas of natural regions together with their biological diversity. In June 2000, the Government of Québec set out to develop this network as a part of its strategy on protected areas. At the time, the goal was to protect 8% of the territory of Québec. This target was achieved in the spring of 2009, and on announcing that achievement the Government made a new commitment to protect a total of 12% of the province. On May 9, 2011 the Government of Québec's North. The Government now intends to seek the protection of 20% of the territory concerned by Plan Nord. In the continuous boreal forest however, the objective remains 12%.

To date, Québec's network of national parks comprises 24 parks and one marine park created jointly with the federal government (see Map 1). The proposed Parc national Assinica originated in the *Agreement Concerning a New Relationship between the Government of Québec and the Crees of Québec*, known as the Peace of the Brave, which was signed on February 7, 2002. Specifically, paragraph 19 of Schedule G of this Agreement states that:

Québec undertakes to enter discussions through FAPAQ¹ with Oujé-Bougoumou with the objective of transforming the Assinica Wildlife Sanctuary to a Cree Heritage Park, in the context of the Québec park network.

In December 2004, the Crees of Oujé-Bougoumou presented to the Government of Québec a document entitled "Assinica Cree Heritage Lands", in which a perimeter of some 6600 km² was proposed for Parc national Assinica. After studying this perimeter, in winter 2005 the Government adjusted it to exclude a few hundred square kilometres that present a certain mineral potential. Ultimately the Government decided that the area to study for the proposed park would cover 6198 km².

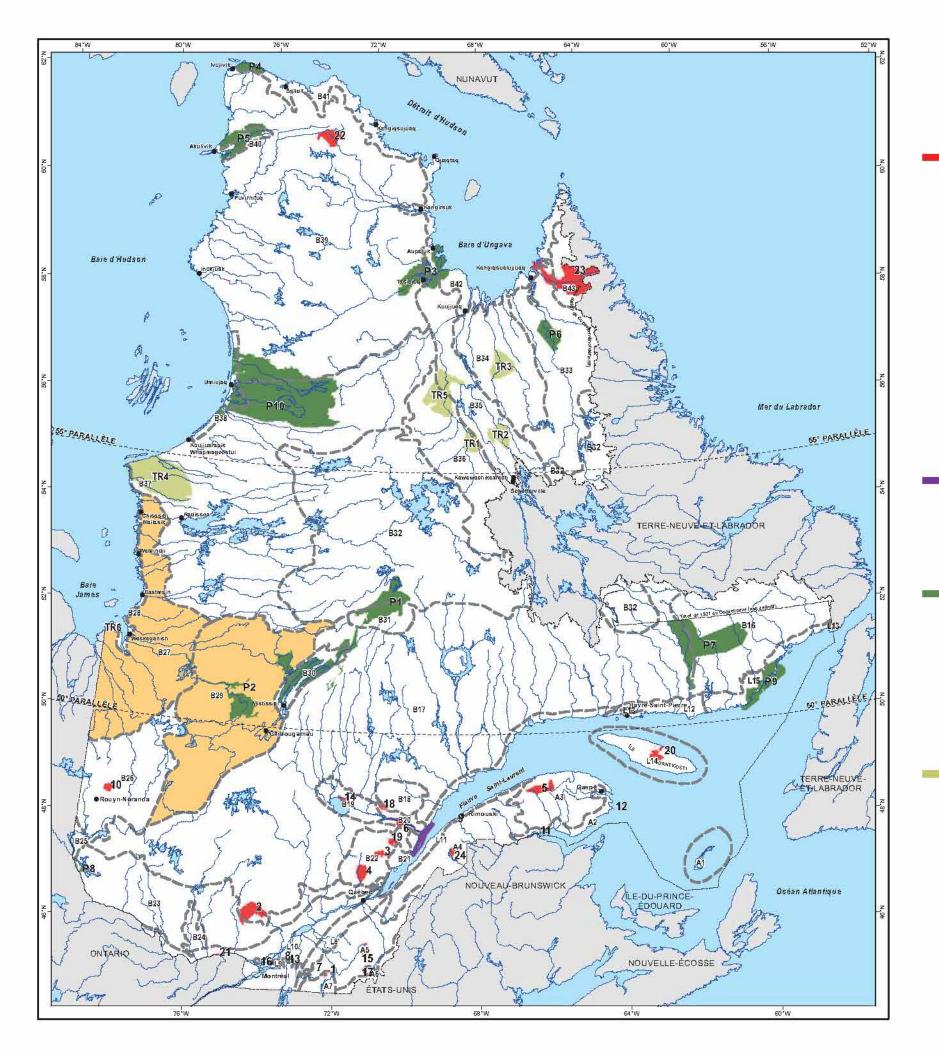
Between January 2005 and November 2011, the Government of Québec and the Crees of Québec met on a number of occasions to conduct negotiations on the Parc national Assinica project. In November 2011, following the signing of *Complementary Agreement No. 22* of the *James Bay and Northern Québec Agreement*, the Government created the Assinica national park reserve, covering 3193 km².

PROJECT PROPONENT

The creation of national parks in Québec is under the authority of the Ministère du Développement durable, de l'Environnement et des Parcs (MDDEP). However, the development of this project is being done in collaboration with the Oujé-Bougoumou

¹ The Société de la faune et des parcs du Québec (FAPAQ) was dissolved in 2004. National parks are now under the responsibility of the Ministère du Développement durable, de l'Environnement et des Parcs.

Cree Nation (OBCN), under the terms of the *Final Settlement Agreement Related to Certain Issues Referred to in Schedule G of the Agreement Concerning a New Relationship between the Government of Québec and the Crees of Québec* (see Appendix 1) and as set out in an action plan agreed to by the OBCN and the MDDEP. Under the action plan, the MDDEP is responsible for acquiring knowledge about the natural and cultural heritage of the area under study, and for carrying out an environmental and social impact study in collaboration with the Crees of Oujé-Bougoumou.



PARC NATIONAL

1. MONT-ORFORD, DU 2. MONT-TREMBLANT, DU 3. GRANDS-JARDINS, DES 4. JACQUES-CARTIER, DE LA 5. GASPÉSIE, DE LA 6, FJORD-DU-SAGUENAY, DU 7. YAMASKA, DE LA 8. ÎLES-DE-BOUCHERVILLE, DES 9. BIC, DU 10. AIGUEBELLE, D' 11. MIGUASHA, DE 12. ÎLE-BONAVENTURE-ET-DU-ROCHER-PERCÊ, DE L' 13. MONT-SAINT-BRUNO, DU 14. POINTE-TAILLON, DE LA 15. FRONTENAC, DE 16. OKA, D' 17. MONT-MÉGANTIC, DU 18. MONTS-VALIN, DES 19. HAUTES-GORGES-DE-LA-RIVIÈRE-MALBAIE, DES 20. ANTICOSTI, D' 21. PLAISANCE, DE 22. PINGUALUIT, DES 23, KUURURJUAQ 24. LAC-TÉMISCOUATA, DU

PARC MARIN

SAGUENAY - SAINT-LAURENT, DU

PLANNED PARK

- P1, ALBANEL-TÉMISCAMIE-OTISH P2, ASSINICA P3, BAIE-AUX-FEUILLES, DE LA
- P4, CAP-WOLSTENHOLME, DU
- P5, MONTS-DE-PUVIRNITUQ, DES
- P6, MONTS-PYRAMIDES, DES
- P7, NATASHQUAN-AGUANUS-KENAMU, DE
- P8, OPÉMICAN, D' P9, RÉGION DE HARRINGTON-HARBOUR, DE LA
- P10, TURSUJUQ

LAND SET ASIDE FOR PARK PURPOSE

- TR1, CANYON-EATON, DU TR2, COLLINES-ONDULÉES, DES TR3, CONFLUENCE-DES-RIVIÈRES-À-LA-BALEINE-ET-WHEELER, DE LA TR4, LAC-BURTON-RIVIÈRE-ROGGAN-ET-LA-POINTE-LOUIS-XIV, DU TR5, LAC-CAMBRIEN, DU
- TR6, PÉNINSULE-MINISTIKAWATIN, DE LA

Parc national Assinica project

Map 1 THE NETWORK OF PARKS AND NATURAL REGIONS

____ NATURAL REGIONS

A1. LES ÎLES-DE-LA-MADELEINE A2. LE VERSANT DE LA BAIE DES CHALEURS A3. LE MASSIF GASPÉSIEN A4. LES MONTS NOTRE-DAME A5. LES CHAÎNONS DE L'ESTRIE, DE LA BEAUCE ET DE BELLECHASSE A6. LES MONTAGNES FRONTALIÈRES A7. LES MONTS SUTTON L8. LES BASSES-TERRES APPALACHIENNES L9. LES COLLINES MONTÉRÉGIENNES L10. LES BASSES-TERRES DU SAINT-LAURENT L11. LE LITTORAL SUD DE L'ESTUAIRE L12. LA PLAINE CÔTIÉRE DE LA HAUTE-CÔTE-NORD ET DE LA MOYENNE-CÔTE-NORD L13. LES CUESTAS DE LA CÔTE-NORD L14. L'ÎLE D'ANTICOSTI L15. LA CÔTE ROCHEUSE DE LA BASSE-CÔTE-NORD B16. LE PLATEAU DU PETIT MÉCATINA B17. LES LAURENTIDES BORÉALES B18. LE MASSIF DU MONT VALIN B19. LES BASSES-TERRES DU SAGUENAY-LAC-SAINT-JEAN B20, LE FJORD DU SAGUENAY B21. LA CÔTE DE CHARLEVOIX B22. LE MASSIF DES LAURENTIDES DU NORD DE QUÉBEC B23. LES LAURENTIDES MÉRIDIONALES B24. LA VALLÉE DE LA GATINEAU B25. LES BASSES-TERRES DU TÉMISCAMINGUE 826. LA CEINTURE ARGILEUSE DE L'ABITIBI B28. LES ÎLES ET MARAIS DE LA BAIE JAMES **B30. LE LAC MISTASSINI** B31. LES MONTS OTISH B32. LE PLATEAU LACUSTRE CENTRAL B33. LE PLATEAU DE LA GEORGE B34. LA PLAINE DE LA RIVIÈRE À LA BALEINE 835. LA FOSSE DU LABRADOR B36. LE PLATEAU DE LA CANIAPISCAU B37. LE PLATEAU HUDSONIEN **B38. LES CUESTAS HUDSONIENNES** 839. LE PLATEAU DE L'UNGAVA

840. LES MONTS DE PUVIRNITUQ

B41. LA CÔTE À FJORDS DU DÉTROIT D'HUDSON

B42. LA CÔTE DE LA BAIE D'UNGAVA

B43. LES CONTREFORTS DES MONTS TORNGAT

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Source

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Organization

Base générale et administrative du Québec (BGAQ)

Ministère des Ressources naturelles et de la

Les régions naturelles

Ministère du Loisir, de la Chasse et de la Pêche,

Realization

Direction du patrimoine écologique et des parcs Service des parcs Division de la géomatique et de l'infographie

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2 PROJECT OBJECTIVE AND JUSTIFICATION

The Parc national Assinica project fulfills a commitment in the Peace of the Brave, an agreement reached between the Government of Québec and the Crees of Québec in February 2004. Among other things, this commitment seeks to protect part of the Assinica Cree Heritage Lands by according them the status of a Québec national park. The park would protect a representative sample of the boreal forest and of the Rupert Plateau and James Bay Lowlands natural regions.

The creation of this park will facilitate discovery of the territory while stimulating tourism in the region. The park will showcase the rich and ancient culture of the Cree people. It is important to note that Crees themselves will be closely involved in the protection, development and management of the future national park.

3 LEGAL AND REGULATORY FRAMEWORK

3.1 THE PARKS ACT

The *Parks Act* (R.S.Q., c. P-9) specifies that "*The Government may, by regulation, establish a park on any part of the lands in the domain of the state that it so indicates.*" When the Government wishes to create, abolish or change the boundaries of a park, the minister responsible for the MDDEP must first hold a public hearing on the matter.

When a park is created, any person who enters it or who stays, travels or engages in an activity in the park must hold an authorization issued for that purpose. Such authorization is issued upon payment of fees determined by the *Parks Regulation*. Within the confines of a park, hunting and trapping of any kind are prohibited, as are all forms of prospecting and any utilization, harvesting or harnessing of resources related to logging, mining or the production of energy, and the laying of oil or gas pipelines or power lines.

3.2 THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT

The Parc national Assinica project is in the territory covered by the *James Bay and Northern Québec Agreement* (JBNQA). Like all projects in Agreement territory, the Parc national Assinica project is automatically subject to the environmental impact assessment procedure provided for in Schedule 1 of Section 22 of the JBNQA. South of the 55th parallel, the Evaluating Committee (EVCOM) is responsible for drawing up guidelines for the environmental and social impact study on the park project. Once the impact study is completed, it is analyzed by the Review Committee (REVCOM), which subsequently issues a recommendation to the provincial administrator of the JBNQA (Section 22) as to the authorization of the project with or without conditions. If approved,

the provincial administrator then issues a certificate authorizing the creation of the national park.

The JBNQA grants rights to its beneficiaries, including the right to harvest, which in turn includes the right to hunt, fish, trap and establish camps in the area. The right to harvest also includes commercial fishing activities. Since the JBNQA is a treaty under the Canadian constitution, it has precedence over the *Parks Act*. This means that the Act's prohibition against hunting and fishing does not apply to beneficiaries of the JBNQA.

The JBNQA also provides for a land regime consisting of three categories of land. Category IA and IB lands are in the immediate vicinity of villages and are the property of Cree villages. Category II lands are Crown lands where beneficiaries of the JBNQA have exclusive hunting, fishing and trapping rights. Band Councils may however authorize non-beneficiaries to practise harvesting activities there. Lastly, Category III lands are public lands on which JBNQA beneficiaries have no exclusive rights for the harvesting of wildlife resources.

Development that prevents the exercise of harvesting rights on Category II lands may require monetary compensation or land replacement. However, section 24.3.6 (a) of the JBNQA specifies that "the creation or existence of parks, reserves, wilderness areas or ecological reserves [...] shall not in themselves be considered conflicting physical activities and the Native people shall continue to have the right to harvest in such areas." Thus the process of land replacement or compensation does not apply.

3.3 CONSULTATION WITH THE COMMUNITY

The Parc national Assinica project is mostly located on trapping grounds of the Cree communities of Mistissini and Oujé-Bougoumou, and to a lesser extent on those of the Cree communities of Nemaska and Waswanipi. These four communities will be consulted throughout the process of park creation. Furthermore, it must be emphasized that the Crees have been and will be closely involved in every stage of planning the park. Once it is created, they will become the operators of Parc national Assinica.

In 2003 and 2004, representatives of the Government of Québec met with representatives of Oujé-Bougoumou for seven working meetings to discuss the protection status desired and the next steps to be taken.

After the "Assinica Cree Heritage Lands" document was presented in December 2004, talks began between the representatives of the Government of Québec and the representatives of the Crees of Oujé-Bougoumou to determine the boundaries of the future Parc national Assinica. Besides the MDDEP, representatives of the Secrétariat aux Affaires autochtones (SAA) and the Ministère des Ressources naturelles et de la Faune (MRNF) also took part in these meetings, due to the impact the park would have on timber supplies for the region's forestry companies.

Following the creation of Assinica national park reserve in November 2011, a working group was set up consisting of representatives from the MDDEP, the OBCN and the SAA. The working group agreed to meet on a regular basis, once every three months.

The first meeting of the working group was on February 9, 2012. The second meeting, in the form of a conference call, was on June 21, 2012. The purpose of these meetings was to discuss the project's state of progress, explain the nature of a national park and the objectives for creating this one, and what steps should be taken next.

At future meetings of the working group, a zoning proposal and a development concept for the future park will be prepared in concert with the Crees of Oujé-Bougoumou. These elements will be detailed in the Provisional Master Plan and the impact study.

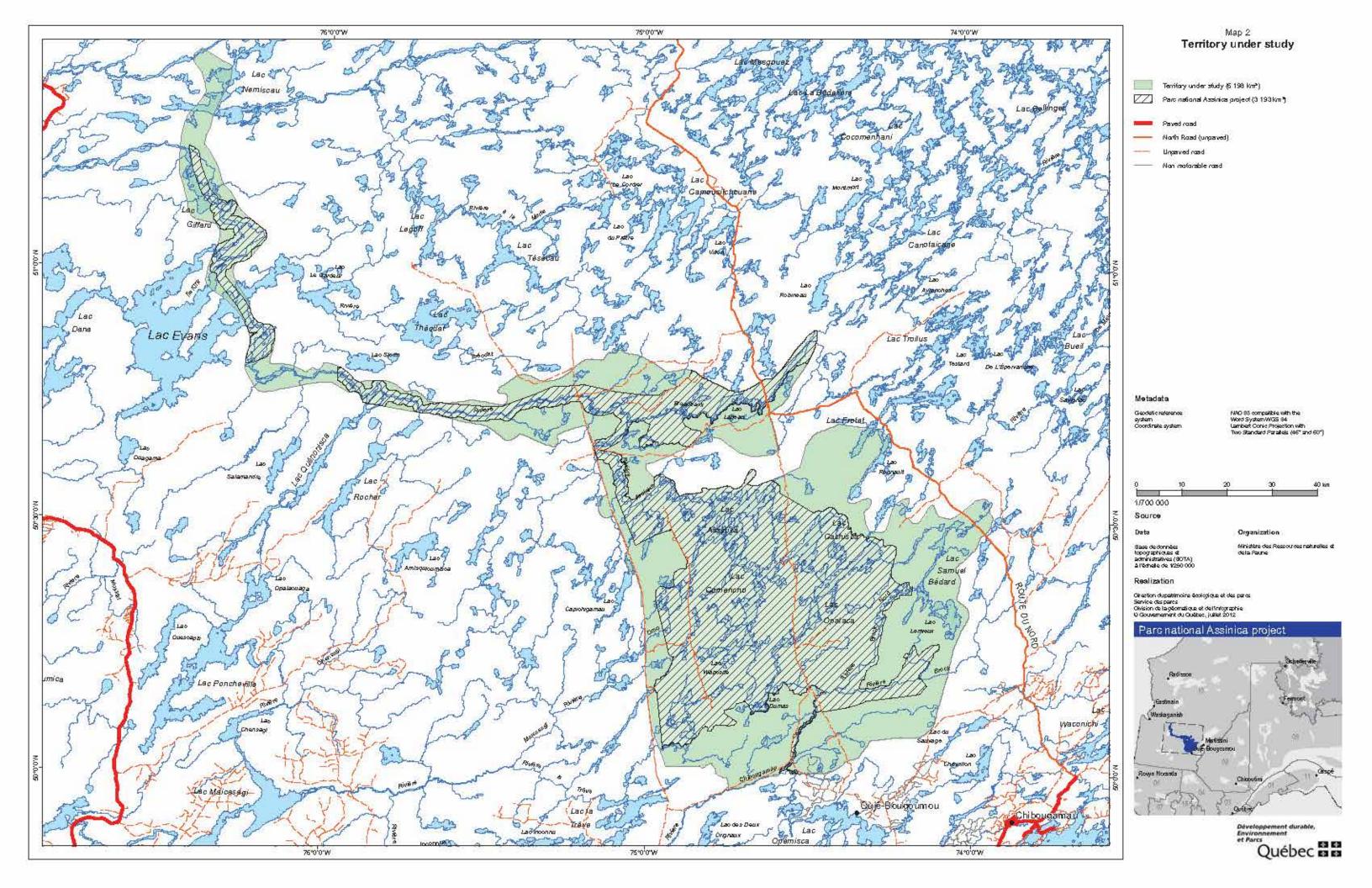
Prior to park creation, in accordance with the *Parks Act* public hearings will be held by the MDDEP. Moreover, if the REVCOM also decides to hold public hearings (under Section 22 of the JBNQA), it could do so jointly with the MDDEP. Joint hearings were in fact recommended by the James Bay Advisory Committee on the Environment (JBACE) in a letter dated December 18, 2006. The purpose of such hearings is to give people and organizations an opportunity to express their comments on the park project, particularly its boundaries, zoning and development concept. The people of the villages concerned, including tallymen affected by the project, along with local, regional and national organizations, will all be invited to share their comments about this national park project.

Once the park is created, the MDDEP will delegate to the OBCN the management of park operations, activities and services as well as capital works and planning. This delegation will be done through a Management Agreement similar to the one currently being negotiated between the Government of Québec and the Mistissini Cree Nation for Parc national Albanel-Témiscamie-Otish. The agreement will also provide for a Harmonization Committee to be composed of representatives of the OBCN and regional stakeholders. The purpose of the Harmonization Committee is to advise the park director in defining management guidelines for the future park. Representatives of the MDDEP will also be present at these meetings, in an advisory capacity. In addition, the Harmonization Committee will provide a forum for local stakeholders to exchange with the representatives of regional organizations about park management and operations.

4 **PROJECT DESCRIPTION**

4.1 LOCATION

Covering 6198 km², the territory under study extends from 50°0' to 51°30' latitude north and from 74°30' to 77°0' longitude west (see Map 2). It is located about twenty kilometres north-west of the Cree village of Oujé-Bougoumou and 100 km south-west of the village of Mistissini. At present, part of the proposed Parc national Assinica is protected by a provisional status as the Assinica national park reserve. The latter covers 3193 km² and will receive national park status when the park is created.



4.2 ISSUES RELATED TO PARK MANAGEMENT

One of the principal management tasks for Parc national Assinica will be the protection of landscapes and the natural and cultural heritage. This task could be achieved by directly involving the communities concerned in protecting the ecosystems and natural and cultural resources of the park. Setting up an educational program for visitors would also contribute to this work.

Another major task specific to national parks in Cree lands governed by the JBNQA is to work closely with trappers whose trapping grounds are wholly or partly within the park.

As was learned by experience with other national parks in Nunavik and James Bay, it is profoundly important to Aboriginal people that their rights regarding harvesting activities, as recognized in the JBNQA, be respected. The planning of park activities and services must therefore be done with respect for those rights.

The development and operation of parks are framed by a policy whose primary objective is the protection of natural and cultural heritage. Thus, along with not impinging on the harvesting rights of JBNQA beneficiaries, activities and services in northern parks must respect the following three principles:

- Exert minimum acceptable impact on the natural and cultural heritage;
- Encourage discovery of that heritage;
- Facilitate accessibility.

However, these three principles must not be taken independently of each other. For an activity or service to be authorized, it must necessarily respect the first principle. The acceptability of an impact on the natural heritage is determined by whether the quality of the environment would be maintained. Therefore, before a new activity or service is introduced, the park manager must first ensure that it will not affect either the quality of the environment or the harvesting right of beneficiaries.

4.3 ZONING

To ensure that the park's objectives are respected, a zoning plan will be prepared. This plan will divide the entire territory of the park into different sectors with particular provisions, depending on the fragility and support capacity of the environment, activities to be offered and the presence or absence of sensitive elements.

The zoning plan is a regulatory tool that sets out guidelines on what degree of protection or development is appropriate for each sector. There are four kinds of zones in parks: extreme preservation, preservation, ambience and service zones. Keep in mind however that zoning restrictions do not apply to JBNQA beneficiaries. Extreme preservation zones are devoted to the protection of all resources. Unique wildlife habitats, threatened or vulnerable plant species, and sites of cultural importance are all taken into account when applying this type of zoning. Additionally, in Cree lands governed by the JBNQA, this zoning category may be assigned to areas identified by the Crees as sacred. Access, activities and harvesting are all prohibited there. Scientific research and certain educational activities may be authorized by the park director under certain conditions.

Preservation zones serve to protect representative samples of landscape units. Access and certain activities are authorized, but visitors are directed away from fragile elements to avoid interfering with them. Light accommodation facilities such as campsites or shelters may be constructed. Harvesting activities and access by motorized vehicles (snowmobile, ATV, boat or airplane) are prohibited however.

Ambience zones are devoted to a less restrictive discovery of the park. Fishing is permitted, as is motorized vehicle traffic. Accommodation in ambience zones can provide visitors with more extensive facilities.

Lastly, service zones are for visitor reception and park management, and are located in places with high support capacity. In the parks of Nunavik and James Bay, service zones are the principal access points.

4.4 **DEVELOPMENT CONCEPT**

The development of the park will be centered on the notion of an original ecotourism product, based on conservation of the natural and cultural heritage, where visitors will be invited to discover a pristine northern environment and the culture of the OBCN.

Various ways of accessing the park will be offered, depending on the sector and the season. The park will be accessed primarily by road, then by boat or airplane.

For accommodation, existing facilities will be used and will remain the property of the outfitters. Broadback Outfitters is an Aboriginal enterprise that has been operating since the early 1960s. An outfitter with exclusive rights, its operating area is mainly around Lac Assinica. Another Aboriginal outfitter (AmeriCree) has a satellite camp on the Rivière Broadback, in the north-western sector of the proposed park. Lastly, Anna Bossum, a Cree lady from Oujé-Bougoumou, offers tourist accommodation in a traditional Cree camp. Her camp consists of several buildings on the west bank of Lac Waposite, which can be accessed by road.

Beyond those existing facilities, additional accommodation structures to be put in place will be relatively light. They will primarily consist of shelters and rustic campsites offering a rudimentary comfort, while the existing facilities will provide more in the way of conveniences (showers, dining rooms, etc.). Accommodation facilities will be strategically located along discovery routes to ensure the safety of visitors and make their stay more comfortable. The main recreational activities offered will be hiking, river canoeing and kayaking, snowshoeing and sport fishing.

Recreational and educational activities are an excellent way to discover the natural and cultural heritage. They encourage an appreciation and comprehension of landscapes, natural phenomena, biological diversity and the Cree culture.

4.5 MANAGEMENT PLANS

To ensure effective management and maintain the territory's ecological integrity, a variety of plans will be prepared after the park is created. Table 1 presents a list of the the plans to be produced, with a brief description of their contents along with their completion periods.

Table 1: Documents to Produce after Park Creation.

Title	Content	Completion Periods
Master Plan	This document provides park managers with general guidelines on the conservation and development of the territory.	18 months
Education Plan	Reference framework for the planning of educational offerings. Specifies interpretive possibilities, themes to develop, clienteles to target and means to use.	24 months
Heritage Conservation Plan	Identifies the location of sensitive elements of natural and cultural heritage that could be affected by park activities and services. Sets out measures to be taken to monitor and evaluate the status of that heritage.	24 months
Emergency Measures Plan	Defines the procedures to follow in situations that could threaten the safety of visitors or park employees, the environment or park facilities. Provides useful information, specific roles for each person involved, and the steps to take in any situation requiring emergency intervention.	12 months
Development Plan*	Presents the work that will be done over a period of five years to develop the park. This document must respect the provisions of the Master Plan.	12 months
Marketing Plan*	Sets out what will be done to attract visitors to both the park and its area of influence, and what media will be used.	18 months

* These two documents will be part of the Business Plan.

5 BIOPHYSICAL AND HUMAN ENVIRONMENT

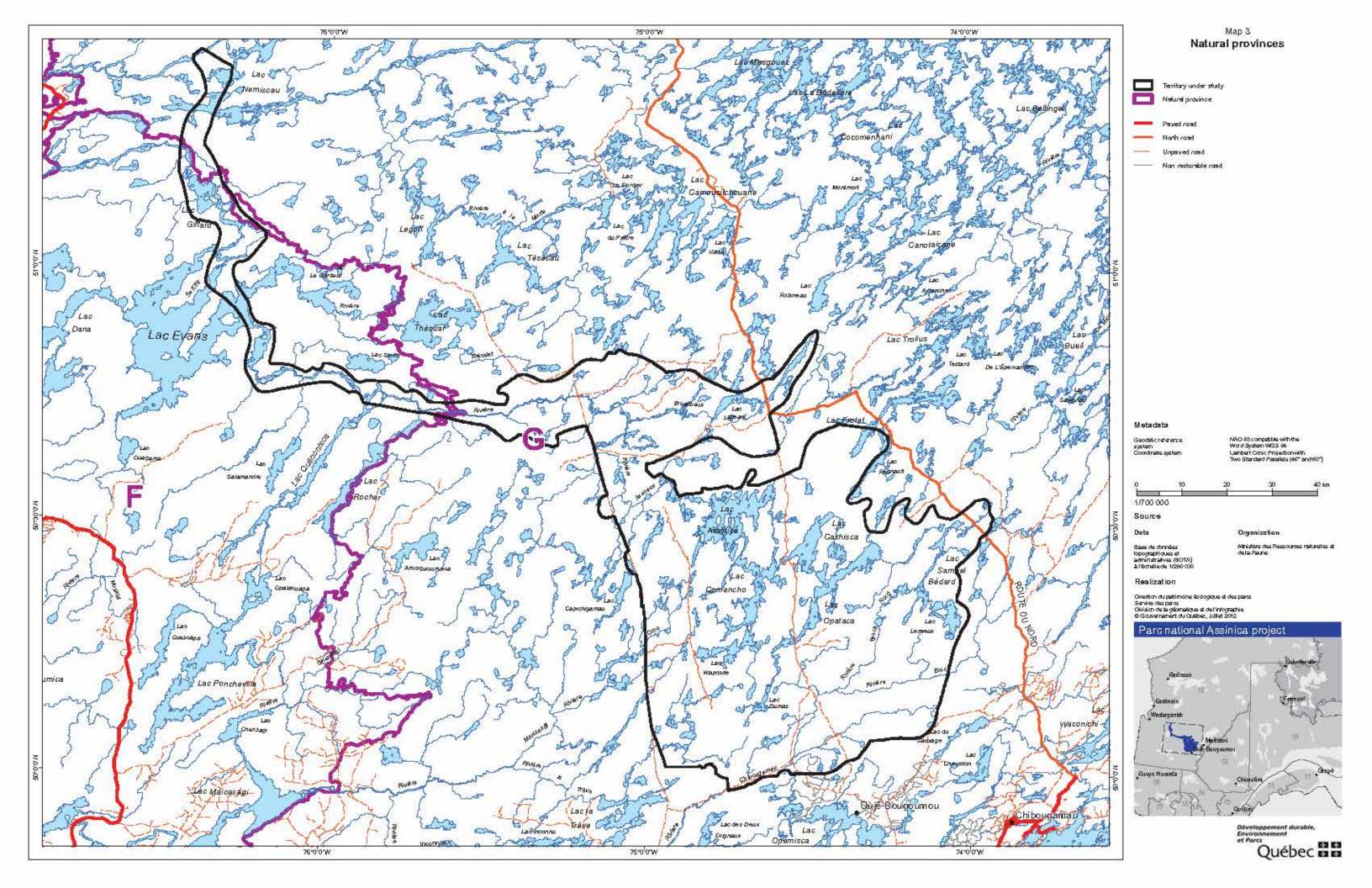
Since knowledge acquisition about the area under study is still underway, for the time being this section is very brief, providing a general description of the natural region.

5.1 **BIOPHYSICAL ENVIRONMENT**

5.1.1 THE LANDSCAPES AND THEIR FORMATION

The territory of the proposed park lies essentially in the Mistassini Highlands natural province, corresponding to natural province "G" in the Ecological Reference Framework² (see Map 3). The relief is that of a vast peneplain with an elevation of 300 to 450 metres, scattered with knolls and low hills that occasionally reach 600 metres. The central part is the most rugged. It features knolls and low hills separated by four large lakes. Lac Assinica, Lac Cachisca, Lac Comencho and Lac Opataca. Many of the hills are contoured, asymmetric or hummock-like, a morphology associated with the passage of glaciers. The large lakes have an average elevation of 360 metres. The quaternary deposits around these lakes and on their many islands are primarily of morainal origin. To the north, glacial flow from north-east to south-west has created structural elements and a hydrographic network that are all oriented along the same axis. Thus, the relief is elongated and parallel, with long, narrow lakes and a few sub-parallel networks of eskers. To the north-west, the proposed boundary defines a corridor extending one to two kilometres to either side of the Rivière Broadback. Ranging from 230 to 260 metres in elevation, this sector has a very dynamic river and lake ecosystem, numerous terraces and a succession of sinuous meanders. Lastly, the southern part presents a rather flat relief with an average elevation of 365 metres, rarely varying by more than 25 metres. This sector is crossed from east to west by the Rivière Brock. North of the river, the guaternary deposits are essentially morainal, left by the passage and melting of glaciers, while south of the Brock the deposits are mostly lacustrine, composed of varved clays. The relatively flat relief, combined with deficient drainage and nonpermeable clay deposits, has created numerous large boggy complexes, both patterned and non-patterned, including string bogs, concentric bogs and other forms, with and without pools.

² The Ecological Reference Framework for Québec is a mapping and ecological classification tool. It is based primarily on land forms, their spatial organization and the configuration of their hydrographic networks, independently of any resources that may be present.



The area under study displays the specific geomorphology of a vast till plain, with various sorts of undulating relief periodically crossed, every 10 to 15 km, by fluvioglacial sediments in the form of quasi-parallel eskers. Ancient shorelines at around 415 metres are the remnants of a proglacial lake (Lac Ojibway) that formed during the retreat of the glaciers. Many of the deposits in the area were shaped and sorted by the waters of this lake. The north-western sector is characterized by the presence of clayey, silty and sandy sediments deposited during episodes of the Tyrrell Sea.

5.1.2 VEGETATION

The area under study for Parc national Assinica is in the continuous boreal forest subzone of the boreal zone, and belongs to the bioclimatic subdomain of western sprucemoss forest. The landscapes are fairly uniform, since the forest cover is predominantly conifers, especially black spruce (*Picea mariana*), which forms a large number of singlespecies stands but is occasionally associated with jack pine (*Pinus banksiana*) and to a lesser degree balsam fir (*Abies balsamea*). Though the balsam fir is far from prominent in the territory, its presence in the dominant forest stratum is often typical of old forests. The deciduous trees present consist almost entirely of white birch (*Betula papyrifera*) and trembling aspen (*Populus tremuloïdes*). The understory is covered by feathermosses and shrubby heaths. The few herbaceous species are mostly found in stands of deciduous trees.

Almost 42% of the forest stands are in the 61-100 year age group. Old forests (101 years and older) represent 18% of the forested area. These old stands are found in places that are relatively protected from fire: along bodies of water, in wetlands or on steep east-facing slopes where the prevailing west winds deposit greater accumulations of snow. Due to the high frequency of forest fires in the region, nearly 31% of the forest consists of areas where regeneration is underway (0-20 years), while young stands (21-60 years) comprise only 9% of the forest cover.

Heathlands cover barely 4% of the study area, and consist almost entirely of sheeplaurel (*Kalmia angustifolia*). In contrast, almost 20% of the territory consists of wetlands, primarily of three types: aquatic meadows, alder groves and especially peat bogs, the last being by far the most important, particularly in the southern sector. They are primarily minerotrophic bogs, with sedge meadows of *Carex oligosperma* as the commonest and most extensive vegetation.

It is worth noting that there are 2 species at risk on the territory of the proposed park: woolly beachheather (*Hudsonia tomentosa*) and dragon's mouth (*Arethusa bulbosa*), which is found in a bog complex near the Rivière Brock Nord.

5.1.3 WILDLIFE

According to the field campaigns conducted from 2004 to 2010, 25 species of mammals are confirmed in the area under study. One of them, the forest-dwelling woodland

caribou, is designated vulnerable in Québec. The forest-dwelling woodland caribou is an emblem of the boreal forest and a barometer of the health of this ecosystem. The southern limit of its range has steadily retreated, until now it is restricted to the north Aerial inventories have shown the precarious status of the populations and their constant decline (MRNF, 2008). The woodland caribou lives in sparse groups with a low potential for recruitment, limiting the growth of populations. Other reasons are also invoked to explain its decline, including easier human access to developed forests, which disturbs the animals, and the constant expansion of logged areas, which eliminates some of the best habitats. While the woodland caribou is well adapted to forest fires, the impact of logging is poorly documented. As with fires, logging stimulates the regeneration of deciduous trees, which attracts moose and with them predators of the caribou such as the grey wolf and black bear. These factors are also thought to contribute to population decline. So far, there have been no unfortunate incidents due to black bears and grey wolves in the area, but their presence should be considered for the safety of users. Black bears are relatively abundant in the region, while the grey wolf's presence is intimately linked to the caribou and moose, its two main sources of food.

Regarding birdlife, 126 species of birds have been confirmed in the territory, five of which have a particular status. The Barrow's goldeneye and bald eagle are designated vulnerable in Québec, while the common nighthawk, olive-sided flycatcher and rusty blackbird are listed as likely to be designated threatened or vulnerable in Québec.

There are 18 species of fish confirmed in the study area, including one with a particular status, the lake sturgeon. Listed as likely to be designated threatened or vulnerable in Québec, it has been documented in the Rivière Broadback, in the north and west of the territory. Note that in areas governed by the JBNQA, fishing for lake sturgeon is reserved for Cree communities. In the large lakes of the study area, the two most common species are walleye and northern pike, both highly prized by sport fishers. It is interesting to note that Lac Assinica and Rivière Assinica are home to giant brook trout that can reach over six kilograms (CRRNTBJ, 2010).

As for reptiles and amphibians, five species are confirmed in the study area. Another five may be added to that number, having been observed at the periphery of the proposed park. None of the confirmed or potentially present species is listed as threatened or vulnerable, or as likely to be so designated.

5.2 HUMAN ENVIRONMENT

Oujé-Bougoumou recently inaugurated the Cree Cultural Institute, a museum in the heart of the community. The historical occupation of the area under study is well documented, and three archeological studies have already been done for park purposes, notably to provide knowledge for the Status Report. A number of archeological sites were identified on the shores of the large lakes.

The archeological inventories conducted in 2008 and 2009 focused on the areas around lakes Assinica, Comencho, Waposite, Cachisca and Opataca. In total, 25 sites were

discovered within the boundaries of the proposed park. Of this number, 14 are precontact sites, i.e. dating from before the arrival of Euro-Canadians. The other sites are mostly modern, dating from 1900 to 1950.

From interviews with a number of Crees in the community of Oujé-Bougoumou, there is every reason to think that many more archeological sites will be found in the area under study, since it was heavily used during the 20th Century. With the creation of the park, research will be encouraged and overseen by the archeological team of the Grand Council of the Crees. So it is highly probable that in the coming years other sites will be found within park territory.

5.2.1 USE OF THE TERRITORY

The near totality of the area is located on Category III lands. No Category I land is included. However, some 17 km² of Category II lands belonging to the Waswanipi Cree Nation, south of the Rivière Broadback, are included in the north-west part of the area under study. Note that trappers in four Cree communities (Nemaska, Waswanipi, Oujé-Bougoumou and Mistissini) own trapping grounds in Assinica national park reserve.

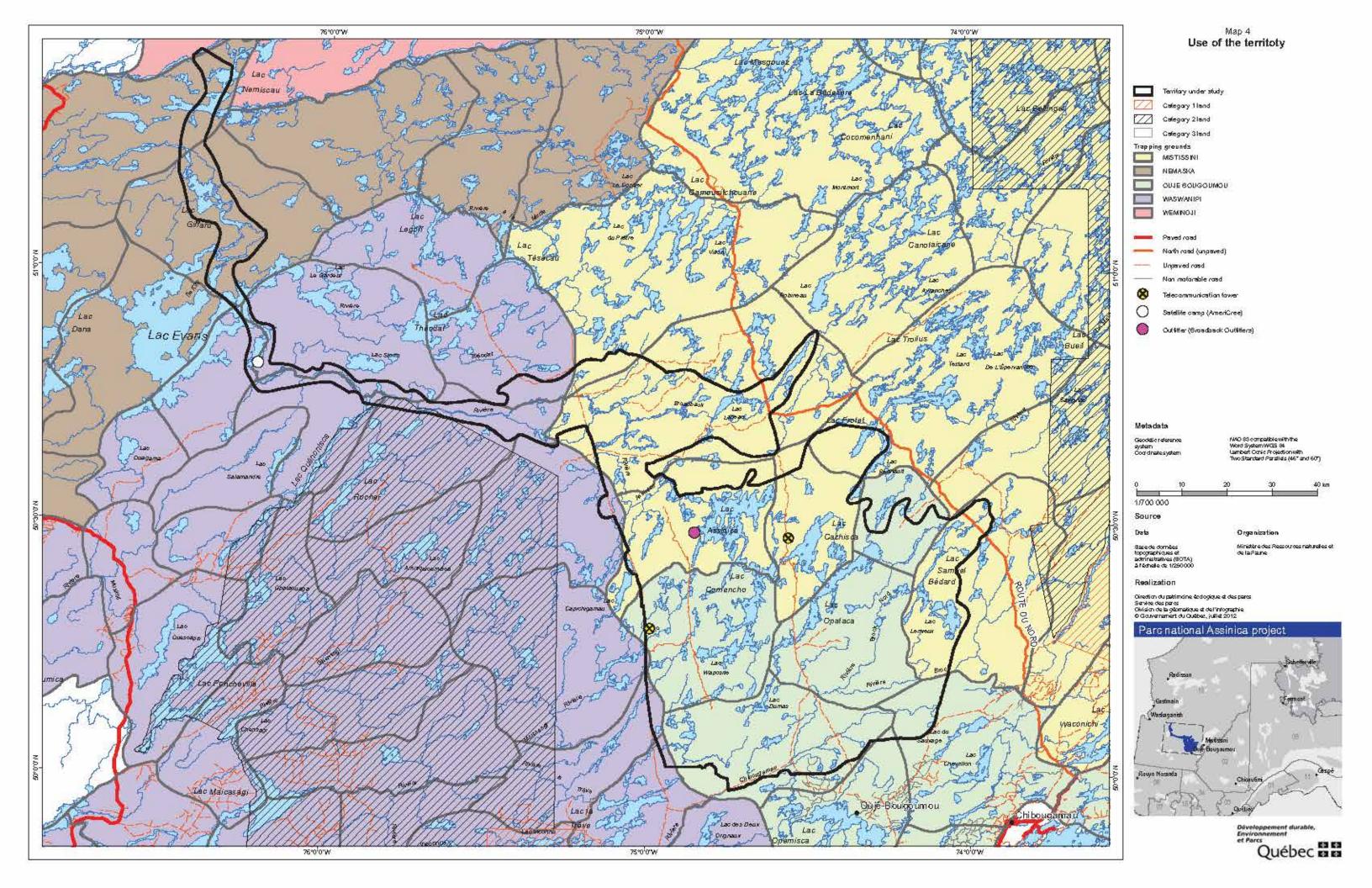
Along with the traditional use of the land by Aboriginals, certain rights have been granted by the Government of Québec in the area under study (see Map 4). For example, rights of way have been granted for access and maintenance along three electric transmission corridors that traverse the study area. Note however that these corridors are excluded from the park project. As well, currently there are two telecommunications towers to consider. For the moment they are not excluded, but eventually they may be.

At present, the granting of mineral titles has been temporarily suspended in the area under study for the proposed park (6198 km²). This temporary suspension includes Assinica national park reserve (3193 km²) and the sectors that would be added to it to form Parc national Assinica (3005 km²).

Regarding forest development activities, the *Agreement Concerning a New Relationship between the Government of Québec and the Crees of Québec* (ANRQC) states that such activities are permitted in the sectors considered for addition to the park reserve to form Parc national Assinica (3005 km²). It is agreed that ecosystem management will be the approach applied in these sectors. The ANRQC specifies that representatives of the Crees of Oujé-Bougoumou will be involved (through the working group) in determining how forest development activities proceed. At present there are a number of forest roads in the park. They will continue to be available to users of the territory after park creation. A roadside rest area and the bridge on the North Road, at the north-east periphery, will also be within the borders of the park.

An outfitter from the Cree community of Oujé-Bougoumou, Broadback Outfitters, operates on the shores of Lac Assinica, thus within the borders of the proposed park. A second outfitter, AmeriCree, has a satellite camp in the north-west part of the territory.

Aerial surveys have identified some fifteen camps within the boundary of the proposed park. At present, it is not known whether they all belong to Crees. Some of them may belong to non-Aboriginals who hold a lease from the MRNF. This will be verified before the park is created, since only JBNQA beneficiaries can have camps on the territory to conduct their traditional activities.



6.1 NEXT STEPS

The parks service is working on preparing the Status Report on the area under study. This essential step will then be followed by drawing up the park's zoning plan and development concept. Thus, by the end of spring 2013 we will be able to publish the Provisional Master Plan, which will be submitted for public consultation in autumn 2013 in accordance with the *Parks Act*. Following the public hearings, comments received will be studied and incorporated in the Master Plan, leading at last to the creation of the park in 2014.

Table 3 presents the schedule of next steps toward park creation. The construction of reception and accommodation facilities would take place afterwards, with scheduling to be determined later with the OBCN.

The environmental and social impact study will be conducted in parallel with the process of park creation. For example, a certificate of authorization issued under the *Environment Quality Act* is required for the legal creation of the park. At that stage, the impact study will only concern that legal designation and the implications of applying the *Parks Act* to the territory proposed for the future park. Subsequently, once the park has a legal existence, the impact study will focus on the potential impacts of activities and facilities in the park. In other words, that assessment will be done when: 1) the sums of money involved are known; 2) the location and characterization of construction sites are known; and 3) the construction details are known.

6.2 PECULIARITY OF THIS PARK

The Parc national Assinica project is unusual in being part of an agreement between the Crees and the Government of Québec (the Peace of the Brave). Since both parties want the park to be created, it should happen. However, details on the boundaries, zoning and facilities of the park still have to be negotiated between the parties and other stakeholders in the area who could potentially be affected by the project.

Status Report	Autumn 2012
Provisional Master Plan	Spring 2013
Public hearings	Autumn 2013
Negotiations on the Management Agreement delegating park operations to the OBCN	Autumn 2013 - Winter 2014
Legal creation of Parc national Assinica	2014

Table 2: Schedule for the Creation of Parc national Assinica

7 REFERENCES

ÉQUIPE DE RÉTABLISSEMENT DU CARIBOU FORESTIER DU QUÉBEC. 2008. Plan de rétablissement du caribou forestier (Rangifer tarandus) au Québec — 2005-2012. Ministère des Ressources naturelles et de la Faune, Faune Québec, Direction de l'expertise sur la faune et des habitats. 78 pages.

COMMISSION RÉGIONALE SUR LES RESSOURCES NATURELLES ET LE TERRITOIRE DE LA BAIE-JAMES (CRRNTBJ), 2010. *Portrait faunique de la Baie-James C09-07*, 280 pages. **APPENDIX 1**

FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN THE GOVERNMENT OF QUÉBEC AND THE CREES OF QUÉBEC

ENTENTE FINALE DE RÈGLEMENT CONCERNANT CERTAINES QUESTIONS VISÉES PAR L'ANNEXE G DE L'ENTENTE CONCERNANT UNE NOUVELLE RELATION ENTRE LE GOUVERNEMENT DU QUÉBEC ET LES CRIS DU QUÉBEC

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ENTRE :

Le GRAND CONSEIL DES CRIS (EEYOU ISTCHEE)

L'ADMINISTRATION RÉGIONALE CRIE

Les CRIS D'OUJÉ-BOUGOUMOU (LA NATION CRIE D'OUJÉ-BOUGOUMOU)

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Le GOUVERNEMENT DU QUÉBEC

FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC

BETWEEN:

The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE)

The CREE REGIONAL AUTHORITY

The CREES OF OUJÉ BOUGOUMOU (THE OUJÉ-BOUGOUMOU CREE NATION)

AND

The GOUVERNEMENT DU QUÉBEC

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FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC

FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC

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ENGLISH TEXT OF THE AGREEMENT

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FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC

BETWEEN:

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The GRAND COUNCIL OF THE CREES (EEYOU ISTCHEE) a duly constituted corporation, acting on its own behalf, represented by its Grand Chief, Dr. Matthew Coon Come, duly authorized to sign this Agreement;

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(herein referred to as the "GCC(EI)")

AND:

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under chapter 89 of the Statutes of Québec 1978, now the *Act respecting the Cree Regional Authority* (R.S.Q. c. A-6.1) represented by its Vice-Chairman, Mr. Ashley Iserhoff, duly authorized to sign this Agreement;

(herein referred to as the "CRA")

AND:

The CREES OF OUJÉ BOUGOUMOU (THE OUJÉ-BOUGOUMOU CREE NATION), as defined in section 1 hereof, herein acting through the OUJÉ-BOUGOUMOU EENUCH ASSOCIATION, and represented by their traditional Chief, Mr. Reggie Neeposh, duly authorized to sign this Agreement;

(herein referred to as "the Crees of Oujé-Bougoumou")

AND:

The GOUVERNEMENT DU QUÉBEC, represented by le ministre responsable des Affaires autochtones, M. Geoffrey Kelley, le ministre des Ressources naturelles et de la Faune, M. Clément Gignac, le ministre du Développement durable, de l'Environnement et des Parcs, M. Pierre Arcand and le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne, M. Yvon Vallières, duly authorized to sign this Agreement;

(herein referred to as "Québec")

THE PARTIES

WHEREAS the Oujé-Bougoumou Agreement with Québec dated September 6, 1989, the Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement dated September 14, 1994, the New Relationship Agreement between le Gouvernement du Québec and the Crees of Québec dated February 7, 2002 as amended (hereinafter the QCNRA), and in particular, Schedule G thereof, the Settlement Framework related to the transfer of lands between Mistissini and Oujé-Bougoumou dated March 21, 2002 as amended (hereinafter the Settlement Framework), provide for or contemplate, in order to fulfill certain commitments in those agreements, certain amendments to the James Bay and Northern Québec Agreement (hereinafter the JBNQA);

WHEREAS Schedule G of the QCNRA (hereinafter Schedule G) and the Settlement Framework envisage the definitive settlement, as set out therein, of various issues including the issues contained in the agreements between Oujé-Bougoumou and Québec dated September 6, 1989 and September 14, 1994;

WHEREAS subsequently, the GCC(EI), the CRA, the Crees of Oujé-Bougoumou and Québec have agreed to proceed at this time to a Final Settlement Agreement for the Crees of Oujé-Bougoumou, including the transfer and setting aside of Category I lands and description of Category II lands for the Crees of Oujé-Bougoumou, notwithstanding any land-related provisions in the above-mentioned agreements that may differ from the provisions hereof;

WHEREAS the CRA, Québec, the Government of Canada and the Crees of Oujé-Bougoumou have also agreed to execute a Complementary Agreement to the *JBNQA* (hereinafter *Complementary Agreement No. 22*) in the form of Schedule 1 hereto, notwithstanding any land-related provisions in the above-mentioned agreements that may differ from the provisions thereof;

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WHEREAS Complementary Agreement No. 22, attached hereto as Schedule 1, is, inter alia, the Complementary Agreement to the JBNQA contemplated by Schedule G and the Settlement Framework in respect to the Crees of Oujé-Bougoumou;

WHEREAS Complementary Agreement No. 22 and this Agreement are being signed simultaneously by the interested Parties;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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La contace

- A. DEFINITION OF THE CREES OF OUJÉ-BOUGOUMOU (THE OUJÉ-BOUGOUMOU CREE NATION)
- 1. In this Agreement, the words "the Crees of Oujé-Bougoumou", the words "the Oujé-Bougoumou Cree Nation" and the word "Oujé-Bougoumou" mean the collectivity composed of persons identified as affiliated with the community known as Oujé-Bougoumou and enrolled or entitled to be enrolled as Cree beneficiaries pursuant to Section 3 of the JBNQA. The Oujé-Bougoumou Official List of Beneficiaries by Community of Affiliation, according to the Crees, Naskapis, Inuit Register of the ministère de la Santé et des Services sociaux contains the names of those persons who comprise the community or the collectivity of Oujé-Bougoumou as of the execution of Complementary Agreement No. 22. Such list shall thereafter be kept and maintained by the Oujé-Bougoumou local registry officer.

B. COMPLEMENTARY AGREEMENT NO. 22

2. Complementary Agreement No. 22, attached hereto for information and identification purposes as Schedule 1, is being signed simultaneously with this Agreement. This Complementary Agreement No. 22 provides inter alia for the incorporation, integration and recognition of the Crees of Oujé-Bougoumou as a separate Cree community under the JBNQA, the selection, description and allocation of Category I and II lands for the Crees of Oujé-Bougoumou, the surveys of Category I lands, the transfer and setting aside of Category IA lands, the transfer of Category IB lands, the description of Category II lands as well as various amendments to the JBNQA and proposed amendments to legislation relating to the JBNQA.

C. LANDS

- 3. Pursuant to Schedule G and the Settlement Framework, which contemplated the allocation of Category IA and Category IB lands and the description of Category II lands for the Crees of Oujé-Bougoumou, the Parties have agreed through Complementary Agreement No. 22 on the terms and conditions for such allocations and description.
- 4. The Crees of Oujé-Bougoumou have a right, in conformity with Complementary Agreement No. 22, to an area of Category I lands totalling one hundred sixtyseven square kilometres (167 km²). More particularly, there shall be:
 - a) one hundred square kilometers (100 km²) of Category IA lands;
 - b) sixty-seven square kilometers (67 km²) of Category IB lands.
- The Crees of Oujé-Bougoumou have a right, in conformity with *Complementary* Agreement No. 22, to an area of Category II lands totalling two thousand one hundred and forty-five square kilometres (2,145 km²).

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- 6. For greater certainty, Complementary Agreement No. 22 conforms with the commitments to transfer and set aside Category IA lands, transfer Category IB lands and describe Category II lands for Oujé-Bougoumou set out in the Oujé-Bougoumou Agreement with Québec dated September 6, 1989, the Oujé-Bougoumou/Canada Agreement dated May 22, 1992, the Agreement for the Implementation of the Outstanding Issues Related to the Oujé-Bougoumou Agreement dated September 14, 1994, Schedule G and the Settlement Framework, notwithstanding any land-related provisions in the above-mentioned agreements that may differ from the provisions of Complementary Agreement.
- 7. The maps showing the selection of Oujé-Bougoumou lands which were appended to Schedule G and the Settlement Framework have been replaced by new plans and descriptions showing the selection of Category I and II lands for the Crees of Oujé-Bougoumou. Those plans and descriptions are appended as Schedules 6a) to 6d) of Complementary Agreement No. 22.
- The process for the selection, description and allocation of Oujé-Bougoumou lands and for the transfer and setting aside of Oujé-Bougoumou lands is set out in *Complementary Agreement No. 22*.
- 9. In conformity with section 8 of Complementary Agreement No. 22, "there shall be no two hundred foot (200') (60.96 meters) corridor for Oujé-Bougoumou lands". The Crees of Oujé-Bougoumou agree that there will be access to the shore lands surrounding Category I lands for safety and security purposes.

D. FINANCIAL PROVISIONS

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- 10. Pursuant to sections 13 and 14 of *Schedule G* and of the *Settlement Framework*, a sum of \$20 million has been earmarked by Québec for the Crees of Oujé-Bougoumou for the definitive settlement of Oujé-Bougoumou lands and the outstanding issues respecting the Oujé-Bougoumou agreements of 1989 and 1994 and the resolution of the *Abel Bosum* Superior Court proceedings (S.C.M 500-05-017463-934).
- 11. Québec shall, in addition to the other provisions of this Agreement, and notwithstanding section 14 of *Schedule G*, pay the amount of \$20 million to the Crees of Oujé-Bougoumou as follows:
 - a) a first installment of \$5 million, upon the signing of *Complementary* Agreement No. 22 and the signing of this Agreement;
 - b) a second installment of \$15 million, on April 15, 2012.
- 12. The Crees of Oujé-Bougoumou shall use the \$20 million described in sections 10 and 11 above in accordance with priorities and means they deem appropriate.
- 13. The amount of \$20 million payable to the Crees of Oujé-Bougoumou is not meant to replace any government programs existing from time to time and that may be applicable with respect to requests made by the Crees of Oujé-Bougoumou. Québec, through the Secrétariat aux affaires autochtones or otherwise, undertakes to assist the Crees of Oujé-Bougoumou in the identification of existing programs that may address community needs.

D. ASSINICA CREE HERITAGE LANDS

- 14. The Parties hereby acknowledge that section 19 of *Schedule G* and of the *Settlement Framework* contemplated the establishment of a "Cree Heritage Park". Pursuant to additional discussions, the Parties have now agreed to transform the "Cree Heritage Park" into the "Assinica Cree Heritage Lands".
- 15. The Parties hereby acknowledge that the provisions of Sections E, F, G and H of this Agreement implement sections 18 and 19 of *Schedule G* and of the *Settlement Framework*.

- 16. The Assinica Cree Heritage Lands consist of areas that will have the status of a national park, as defined in the legislation of Québec, areas that will retain the designation of a wildlife sanctuary, as defined in the legislation of Québec, and some areas, located both within and outside the existing Assinica Wildlife Sanctuary that will be considered for enlargement of the national park. The Assinica Cree Heritage Lands are shown on the map attached hereto as Schedule 2.
- 17. The Assinica Cree Heritage Lands will be developed in the context of the objectives pursued by the Crees of Oujé-Bougoumou regarding the establishment of a biosphere reserve, as defined by UNESCO.
- 18. The Parties agree that, rather than a joint corporation initially contemplated in section 18 of *Schedule G* and of the *Settlement Framework*, the agreements and contracts regarding the operations of the national park and the wildlife sanctuary will make provision for a single corporate entity, to be designated by the Crees of Oujé-Bougoumou, as soon as possible after the execution of this Agreement. This corporate entity (hereinafter the *Corporate Entity*) will govern and manage both the national park and the wildlife sanctuary areas.

F. ASSINICA NATIONAL PARK

- 19. The areas of the Assinica Cree Heritage Lands which will have the status of a national park (hereinafter Assinica National Park) will initially cover an area of 3,193 km², as shown on the map attached hereto as Schedule 2.
- 20. Following the execution of this Agreement, the Parties hereto undertake to participate in good faith in negotiations in order to identify areas for future enlargement of the initial area of the Assinica National Park contemplated by section 19 above. The identification of such areas will respect the orientations of Québec regarding protected areas and will also take into account the expectation of the Crees of Oujé-Bougoumou that a substantial portion of the territory identified as "areas considered for enlargement", as shown on the map attached hereto as Schedule 2, will eventually become part of the Assinica National Park.

Following the creation of the Assinica National Park, the Parties hereto undertake to propose the areas for the enlargement of the national park, in accordance with the applicable governmental process.

21. In addition, the Parties agree that, pending the formal establishment of the Assinica National Park, Quebec will confer interim protection status upon the area referred to in section 19 hereof through the designation of the areas as a "national park reserve". As a consequence of such status, industrial activities will be prohibited in such areas.

This interim protection status will come into force upon the execution of this Agreement.

22. Before the creation of the Assinica National Park, the Parties hereto undertake to negotiate an agreement to confer upon the Crees of Oujé-Bougoumou, in accordance with sections 6 and 8.1.1 of the Parks Act (R.S.Q., c. P-9), the management of the park operations, activities and services, thus delegating to them the power to provide services, including maintenance and organization of activities and the authority to carry out the development, construction and major maintenance work, both within and outside the boundaries of the park, provide these are necessary for park operations.

Such agreement will include financial provisions concerning an operating budget to cover expenses with regard to the organization of activities and services within the *Assinica National Park*, regular upkeep and on-the-job training, and a capital budget to cover the expenditures relating to development, construction and major maintenance work.

23. The negotiations referred to in section 22 above shall include discussions between the Crees of Oujé-Bougoumou and the Société des établissements de plein air du Québec (Sépaq) toward the objective of Sépaq being involved with Oujé-Bougoumou by providing ongoing advice, expertise and marketing tools related to the planning and operations of the Assinica National Park, in a manner to be decided between these Parties.

24. For greater certainty, the provisions of this Agreement do not prevent Cree beneficiaries from exercising harvesting activities in the Assinica National Park within the meaning of Section 24 of the JBNQA.

G. FOREST MANAGEMENT ACTIVITIES

- 25. For greater certainty, forest management activities can be carried out within the Assinica Cree Heritage Lands, in conformity with the modalities provided for in Chapter 3 of the QCNRA, except for the Assinica National Park contemplated by section 19 hereof and for the portions of the Assinica Cree Heritage Lands that are not in the territory of application of Chapter 3 of the QCNRA.
- 26. Within areas considered for enlargement of the Assinica National Park as provided for in section 20- hereof, representatives of the Crees of Oujé-Bougoumou will be involved, through the Joint Working Group established under Chapter 3 of QCNRA, in the determination of the sequence of forest management activities, at least for the portions of these areas located within the territory covered by the activities of the Oujé-Bougoumou Joint Working Group.

In addition, the Parties hereto agree to consider an ecosystemic management approach with respect to forest management activities in these areas, to be carried out in cooperation with the tallymen and the Joint Working Groups concerned, subject to the provisions of the *QCNRA*. If such a management approach requires that the terms and conditions of the *QCNRA* be adapted, discussions will take place at the Cree-Québec Forestry Board (CQFB) regarding recommendations to be made by the CQFB to the CRA and Québec with respect to proposed adaptations.

Further, the Parties hereto agree to enter into good faith discussions with the objective of reaching a consensus on an understanding of how an ecosystemic approach would apply within these areas. In the event of a failure to reach consensus on an ecosystemic approach, forest management activities in the areas considered for enlargement of the *Assinica National Park* will continue to be carried out in accordance with Chapter 3 of the *QCNRA*.

H. ASSINICA WILDLIFE SANCTUARY

- As soon as possible after the execution of this Agreement and in order to 27. implement section 18 of Schedule G and of the Settlement Framework, the ministère des Ressources naturelles et de la Faune (MRNF) and the Corporate Entity referred to in section 18 hereof, will enter into an interim agreement providing for the transfer to the Corporate Entity, at the earliest convenient date, of the responsibilities, authorities, facilities and necessary financial, human, material and information resources related to the proper management and operations of the areas within the Assinica Cree Heritage Lands retaining the status of a wildlife sanctuary, as shown on the map attached hereto as Schedule 2. This agreement, which will remain in force until such time as the ongoing agreement referred to in section 28 below is in place, will authorize the Corporate Entity to organize activities, provide services for profit or operate a commercial undertaking for the development or utilization of wildlife or for recreational activities in the wildlife sanctuary. The agreement will also contain provisions for an operating budget covering the costs of the activities and services necessary for the management and operations of the wildlife sanctuary, as well as provisions concerning the development of a management plan, which notably includes a protection plan and an operating plan.
- 28. The agreement will further provide for the *Corporate Entity* to prepare and submit to Québec, at a mutually acceptable date, an enhancement plan and a capital plan for the wildlife sanctuary. Once tabled, these enhancement and capital plans will be used as inputs for the negotiation of an on-going agreement between MRNF and the *Corporate Entity*, which will replace the interim agreement referred to in section 27 above.
- 29. The Corporate Entity and Sépaq shall work collaboratively to negotiate and execute, as soon as possible, a service agreement on the management of the wildlife sanctuary. This service agreement will specify the services to be provided by Sépaq to the Corporate Entity, including advisory services, expertise and resources necessary for marketing, planning, operations and implementation of the wildlife sanctuary enhancement plan.

OUJÉ-BOUGOUMOU ACCESS ROAD

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- 30. The Crees of Oujé-Bougoumou and Québec declare themselves satisfied that the work contemplated in section 24 of Schedule G and of the Settlement Framework has been completed as contemplated.
- 31. The Parties hereto further acknowledge that the access road to Oujé-Bougoumou which is the subject of section 24 of Schedule G and of the Settlement Framework is a public road which falls under the responsibility of the ministère des Transports du Québec (MTQ), including the responsibility for year-round maintenance.

J. DISCONTINUANCE AND DEFINITIVE SETTLEMENT

- 32. Within ninety (90) days of the coming into force of Complementary Agreement No. 22, the Cree plaintiffs in the legal proceedings instituted before the Superior Court of the District of Montreal under the heading Chief Abel Bosum et al. and the Oujé-Bougoumou Cree Nation v. The Attorney-General of Québec (S.C.M. 500-05-017463-934), shall discontinue without costs their claims against Québec concerning the elements of these proceedings which were suspended following the partial discontinuance filed in Court on August 9, 2002. Québec undertakes to accept this discontinuance without costs.
- 33. Complementary Agreement No. 22 together with this Agreement constitute the definitive settlement of the issues contained in the Oujé-Bougoumou agreements of 1989 and 1994, as well as the definitive settlement of the issues concerning Oujé-Bougoumou contained in Schedule G and the Settlement Framework.
- 34. Following the coming into force of *Complementary Agreement No. 22*, the CRA, the GCC(EI) and the Crees of Oujé-Bougoumou undertake not to institute legal proceedings against Québec, nor to seek relief in their favour in any court proceedings against Québec, with regard to the implementation of the Oujé-Bougoumou agreements of 1989 and 1994, as well as to the implementation, in regard to Oujé-Bougoumou, of *Schedule G* and the *Settlement Framework*. Québec undertakes the same vis-à-vis the CRA, the GCC(EI) and the Crees of Oujé-Bougoumou.
- 35. For greater certainty, *Complementary Agreement No. 22* and this Agreement do not constitute the definitive settlement of the outstanding issues concerning Mistissini that may be contained in the Oujé-Bougoumou Agreements of 1989 and 1994, *Schedule G* and the *Settlement Framework*.

K. AMENDMENTS TO LEGISLATION

36. Québec undertakes, as soon as possible following the coming into force of this Agreement to recommend to l'Assemblée nationale amendments to legislation of general or specific application to ensure that such legislation reflects or implements this Agreement, and, in particular, appropriate amendments to the Act respecting the land regime in the James Bay and New Québec Territories (R.S.Q., c. R-13.1). The legislation presently contemplated by the Parties to be so recommended is set out in Schedule 3 hereof.

L. STATUS OF THIS AGREEMENT

 This Agreement shall not be interpreted as constituting an agreement or treaty within the meaning of Section 35 of the *Constitution Act*, 1982 (R.S.C. 1985, Part II, No 44, Schedule B).

ENTENTE FINALE DE RÈGLEMENT CONCERNANT CERTAINES QUESTIONS VISÉES PAR L'ANNEXE G DE L'ENTENTE CONCERNANT UNE NOUVELLE RELATION ENTRE LE GOUVERNEMENT DU QUÉBEC ET LES CRIS DU QUÉBEC

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FINAL SETTLEMENT AGREEMENT RELATED TO CERTAIN ISSUES REFERRED TO IN SCHEDULE G OF THE AGREEMENT CONCERNING A NEW RELATIONSHIP BETWEEN LE GOUVERNEMENT DU QUÉBEC AND THE CREES OF QUÉBEC

SIGNATAIRES

SIGNATORIES

EN FOI DE QUOI, les	s parties aux présentes ont	signé la précente	tonto à la	
IN WITNESS WHERE the date herein below	OF, the parties hereto havindicated.	ve executed this Agre	ement on	
GRAND CONSEIL DE GRAND COUNCIL OF	S CRIS (EEYOU ISTCHEE THE CREES (EEYOU IST) CHEE)	· .	
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Vice-président Vice-Chairman		* .		
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CREES OF OUJÉ-BO Chef traditionnel Traditional Chief À At GOUVERNEMENT DU <u>GOUVERNEMENT DU</u> <u>GOUVERNEMENT DU</u> <u>GOUVERNEMENT DU</u> <u>Ministre responsable of</u> À <u>Oujé-Bougou</u>	UGOUMOU , ce, this J QUÉBEC evy les Affaires autochtones	te novenbre	_2011. _2011.	
CREES OF OUJÉ-BO	UGOUMOU , ce , this J QUÉBEC ey les Affaires autochtones	•		
CREES OF OUJÉ-BO Chef traditionnel Traditional Chief À At GOUVERNEMENT DU GUVERNEMENT DU GUVERNEMENT DU Ministre responsable of A Oujé-Bougou At Ministre des Ressourc	UGOUMOU , ce, this J QUÉBEC Ley les Affaires autochtones <u>Cam</u> , cejourc , this es naturelles et de la Faune , ce	•		•
CREES OF OUJÉ-BO Chef traditionnel Traditional Chief À At GOUVERNEMENT DU Distre responsable of A Oujé-Bougour At Ministre des Ressourc À Aunu A	UGOUMOU , ce , this J QUÉBEC exy les Affaires autochtones , cejourc , this es naturelles et de la Faune , ce this	•	_2011.	•
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CREES OF OUJÉ-BO	UGOUMOU , ce, this J QUÉBEC Ley les Affaires autochtones , ce, ce, this , ce, this	ement et des Parcs	_2011. _2011. _2011.	

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ANNEXE 1 CONVENTION COMPLÉMENTAIRE N° 22

SCHEDULE 1

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COMPLEMENTARY AGREEMENT NO. 22

ANNEXE 2

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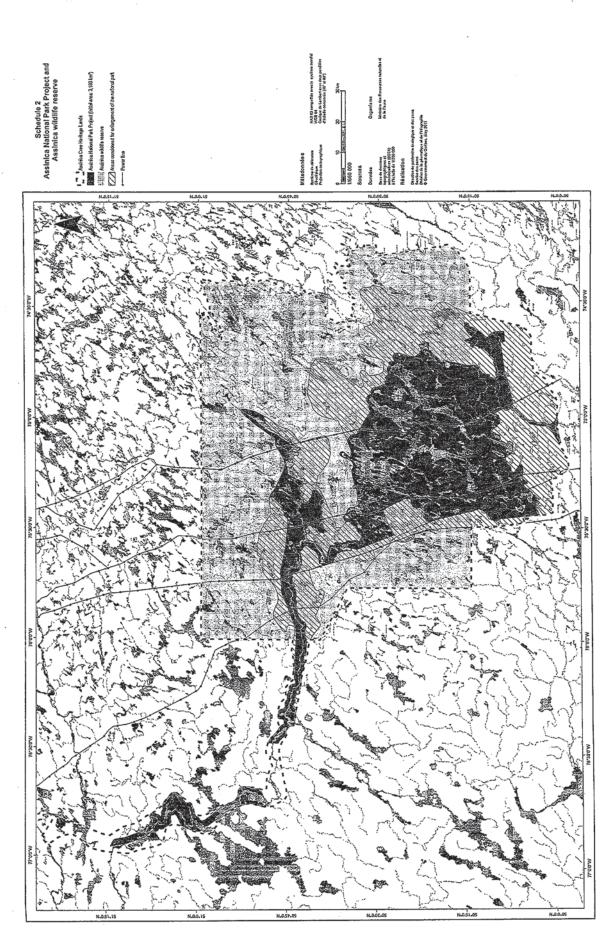
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CARTE – TERRES PATRIMONIALES CRIES D'ASSINICA : LIMITES INITIALES DU PARC NATIONAL ASSINICA, SECTEURS CONSIDÉRÉS POUR AGRANDISSEMENT DU PARC NATIONAL ET RÉSERVE FAUNIQUE ASSINICA ii

SCHEDULE 2

MAP – ASSINICA CREE HERITAGE LANDS: INITIAL BOUNDARIES OF THE ASSINICA NATIONAL PARK, AREAS CONSIDERED FOR ENLARGEMENT OF THE NATIONAL PARK AND ASSINICA WILDLIFE SANCTUARY



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SCHEDULE 3 NON-EXHAUSTIVE LIST OF CONTEMPLATED AMENDMENTS TO QUÉBEC LEGISLATION

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- Québec undertakes to submit and to recommend to l'Assemblée nationale legislation to ensure that the Crees of Oujé-Bougoumou are treated as a Cree community on the same basis as the other Cree communities including the following contemplated amendments to legislation:
 - a) Amendments to An Act respecting the Cree Regional Authority (R.S.Q., c. A-6.1) notably to incorporate, integrate and recognize the Crees of Oujé-Bougoumou as a Cree community, a collectivity and a separate band and to ensure that the members of the Crees of Oujé-Bougoumou as well as the Oujé-Bougoumou Cree Village Corporation form part of the Crees and Cree Villages which constitute the Cree Regional Authority;
 - Amendments to An Act respecting Cree, Inuit and Naskapi Native persons (R.S.Q., c. A-33.1) notably to include the Crees of Oujé-Bougoumou as a Cree community;
 - c) Amendments to An Act respecting hunting and fishing rights in the James Bay and New Québec Territories (R.S.Q., c. D-13.1) notably to include the Crees of Oujé-Bougoumou as a Cree community;
 - d) Amendments to The Education Act for Cree, Inuit and Naskapi Native persons (R.S.Q., c. I-14) notably to recognize the Category I lands of the Crees of Oujé-Bougoumou as forming part of the "Cree school municipality" and for the school board to include a member of the Crees of Oujé-Bougoumou in its Council;
 - e) Amendments to An Act respecting the land regime in the James Bay and New Québec Territories (R.S.Q., c. R-13.1) notably to recognize the Crees of Oujé-Bougoumou as a Cree community, a collectivity and a local government, to incorporate a landholding corporation for the Crees of Oujé-Bougoumou and to provide for the Category I and II lands of Oujé-Bougoumou;
 - f) Amendments to An Act respecting health services and social services for Cree Native persons (R.S.Q., c. S-5), or to orders-in-Council thereunder, in order to include the Category I and II lands of Oujé-Bougoumou in Region 10B, and for the Cree Board of Health and Social Services of James Bay to include representation from the Crees of Ouje-Bougoumou on its Board of Directors;
 - g) Amendments to An Act respecting the James Bay Eeyou Corporation (R.S.Q., c. S-16.1) notably to make the necessary adjustments to the definition of Cree community to include the Crees of Oujé-Bougoumou;
 - h) Amendments to *The Cree Villages and the Naskapi Village Act* (R.S.Q., c. V-5.1) notably to recognize the Crees of Oujé-Bougoumou as a Cree community, a Cree Village Municipality and Corporation on the same basis as the other Cree Villages.

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