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Grand Council of the Crees (Eeyou Istchee)
Grand Conseil des Cris (Eeyou Istchee)

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Cree Nation Government
Gouvernement de la Nation Crie

Cree Nation Government

LAW

Cree Nation Government Forestry Cree Traditional Activities Enhancement Program Law

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WHEREAS the Agreement regarding Cree Traditional Activities Enhancement between le Gouvernement du Québec and the Crees of Québec executed in 2005 ("2005 Enhancement Agreement") expired in 2012;

WHEREAS the Cree Regional Authority (as it then was, now the Cree Nation Government) adopted the Forestry Programs Law in 2005 and amended it in 2008 and 2011 in order to provide for various roles and responsibilities with respect to the management of the 2005 Enhancement Agreement, among other things;

WHEREAS the 2005 Enhancement Agreement was replaced by the Agreement regarding Cree Traditional Activities Enhancement between le Gouvernement du Québec and the Crees of Québec executed in 2013 ("2013 Enhancement Agreement");

WHEREAS the Agreement to resolve the Baril-Moses Forestry Dispute between the Cree Nation Government and the Gouvernement du Québec executed in 2015 ("2015 Baril-Moses Resolution Agreement") provided that the term of the 2013 Enhancement Agreement shall be extended until March 31, 2021;

WHEREAS a successor agreement to the 2013 Enhancement Agreement was executed in 2022 for the period 2021-2026 ("Enhancement Agreement");

WHEREAS it is deemed appropriate to replace the Forestry Programs Law adopted in 2005 and amended in 2008 and 2011 by the present Law;

WHEREAS the Cree Nation Government has consulted Québec with respect to the present Law in conformity with the Enhancement Agreement;

NOW THEREFORE the Cree Nation Government adopts this Law, as follows:

PART I
SHORT TITLE

1. This Law may be cited as the Cree Nation Government Forestry Cree Traditional Activities Enhancement Program Law.

PART II
REPEAL OF PREVIOUS LAW

2. The Forestry Programs Law adopted in 2005 and amended in 2008 and 2011 is repealed.

PART III
INTERPRETATION

3. The Preamble forms an integral part of this Law.

4. In this Law, the masculine includes the feminine, the singular includes the plural and vice versa.

5. This Law:

a) is to be construed as upholding the rights of Indigenous peoples recognized and affirmed by section 35 of the Constitution Act, 1982, and not as abrogating or derogating from them;

b) must in no way be construed as having the effect of a repeal, dispensation or negation of an aboriginal right, a treaty right or other right;

c) is also a by-law under the Act respecting the Cree Nation Government (CQLR, c. G-1.031).

6. For the purposes of this Law:

a) "Community Enhancement Proposal" refers to a project submitted on behalf of an Eligible Community, and which may benefit multiple traplines or an Eligible Community as a whole;

b) "Community Officers" means individuals who have been appointed as Community Forestry Programs Officers by an Eligible Community;

c) "Community Submission" means the submission of an Eligible Community to the Cree Nation Government under this Law and which includes various Land User Project Proposals as well as Community Enhancement Proposals;

d) "Council" means the Council of the Cree Nation Government;

e) "Director of Forestry" means the person holding the position of director of the Department of Forestry of the Cree Nation Government;

f) "Eligible Community" means one of the following: the Ouje-Bougoumou Cree Nation, the Cree Nation of Mistissini, the Cree Nation of Nemaska, the Crees of the Waskaganish First Nation or the Cree First Nation of Waswanipi;

g) "Eligibility Criteria": means the criteria set out in the Enhancement Agreement, this Law and any policies adopted thereunder, that must be met for a project to be eligible for funding;

h) "Enhancement Agreement" means the Agreement regarding Cree Traditional Activities Enhancement between the Gouvernement du Québec and the Crees of Québec, effective as of April 1st, 2021, and any successor agreement, as applicable;

i) "Executive Committee" means the Executive Committee of the Grand Council of the Crees (Eeyou Istchee)/Cree Nation Government;

j) "Designated Cree Nation Government Officer" means any person or persons designated by the Director of Forestry to carry out the functions set out herein;

k) "Immediate Family" means a person's spouse, parents, children, brothers, sisters, grandparents, grandchildren and any other person who normally resides in the same home as that person;

l) "Land User" means a Cree beneficiary whose trapline is associated with one of the Eligible Communities, including Cree tallymen, Cree land users, such as beneficiaries of the Economic Security Program for Cree Hunters, and other members of Eligible

Communities;

m) "Land User Project Proposal" means a project proposal submitted by a Land User to an Eligible Community and which was included in a Community Submission;

n) "Recipient of Funding" means an Eligible Community which has concluded the required Project Funding Agreement with the Cree Nation Government in conformity with this Law

o) "Trapline" means a Cree trapline located in the territory of Chapter 3 of the Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec or in the territory contemplated by the 2015 Baril-Moses Resolution Agreement;

p) "Treasurer" means the Treasurer of the Cree Nation Government.

PART IV
FUNCTIONS AND RESPONSIBILITIES

Subpart A FORESTRY CREE TRADITIONAL ACTIVITIES ENHANCEMENT COMMITTEE

7. The Forestry Cree Traditional Activities Enhancement Committee is hereby established. The Council shall appoint on such Committee as many voting members as it deems necessary, for the duration it determines. The Director of Forestry, or his designated representative, shall participate in the meetings of this Committee, without voting rights.

8. The Forestry Cree Traditional Activities Enhancement Committee shall:

a) in collaboration with the Director of Forestry, oversee the implementation of the Enhancement Agreement, including to ensure that it is implemented in accordance with its terms and conditions;

b) decide on appeals of the decisions of the Forestry Department as set out in section 18 of this Law;

c) recommend to the Executive Committee of the Cree Nation Government, for adoption, policies related to the implementation of the Enhancement Agreement or this Law, as required;

d) ensure, every year, the application of the criteria set out in the Enhancement Agreement with respect to equitable funding distribution including with respect to the following:

i) the eligibility of Land User Project Proposals for traplines where forestry is conducted during that year or in the previous five (5) years and for traplines where forestry is planned within the current five-year period, as set out in the Enhancement Agreement;

ii) the amount available per trapline, in view of the total funding, of the quantity of traplines where forestry is conducted during that year or in the previous five (5) years and for traplines where forestry is planned within the current five-year period and of the maximum cap per trapline per year set out in the Enhancement Agreement;

iii) the decisions of the Eligible Communities with respect to the following:

a) the possibility to set a maximum cap for traplines which is lower than the cap set out in the Enhancement Agreement;

b) the possibility to allocate to the following projects any annual funding that remains further to the distribution of funding among Cree traplines where forestry is conducted during that year or in the previous five (5) years and is planned within the current five-year period, as set out in the Enhancement Agreement, and with respect to their level of priority:

(1) Community Enhancement Proposals (i.e. projects which benefit multiple traplines or the community as a whole);

(2) projects that address the needs of trappers and traplines where forestry has been carried out in the years prior to the previous five (5) years;

e) make recommendations regarding the approval of Land User Project Proposals or Community Enhancement Proposals, as required;

f) report from time to time to the Executive Committee and the Council, including upon request;

g) carry out the other tasks contemplated by this Law; and

h) carry out any other functions as determined by the Executive Committee or the Council.

Subpart B DIRECTOR OF FORESTRY

9. The Director of Forestry shall ensure the implementation of this Law.

10. In addition, the Director of Forestry shall:

a) in collaboration with the Forestry Cree Traditonal Activities Enhancement Committee, Oversee the implementation of the Enhancement Agreement, including to facilitate its evaluation and renewal by the partied thereto;

b) ensure that the Forestry Department issues the required approvals for each project, when approved, including Land User Project Proposals and Community Enhancement Proposals submitted as part of a Community Submission under this Law;

c) determine if each project meets the eligibility requirements and whether or not each project should be approved, with or without the required adaptations, or delegate these decisions to another officer of the Forestry Department;

d) ensure the preparation and submission to the Government of Québec of the financial and activity reports contemplated by the Enhancement Agreement, as applicable;

e) provide directions to the Designated Cree Nation Government Officer to ensure the administration of the Enhancement Agreement;

f) recommend new policies or amendments to existing policies relating to the implementation of this Law or the Enhancement Agreement;

g) carry out the other tasks contemplated by this Law.

Subpart C ADMINISTRATION OF ENHANCEMENT AGREEMENT

11. The Director of Forestry may delegate the following functions to a Designated Cree Nation Government Officer:

a) oversee and be responsible for the day-to-day administration of the Enhancement Agreement;

b) decide on the approval for each projects, including Land User Project Proposals and Community Enhancement Proposals submitted as part of a Community Submission under this Law;

c) ensure that Community Officers understand the requirements for the submission of Land User Project Proposals to the concerned Eligible Community, for inclusion in a Community Submission, as well as the requirements for Community Enhancement Proposals;

d) assist in the development of Community Submissions;

e) facilitate the receipt of Community Submissions;

f) ensure that projects contained in Community Submissions, including Land User Project Proposals and Community Enhancement Proposals, meet all requirements under the present Law, the policies made to implement this Law, if any, and the Enhancement Agreement, including during their implementation;

g) facilitate the realization of the projects contained in a Community Submission and that are approved under this Law; and

h) further to coordination with Québec in accordance with the Enhancement Agreement, conduct random annual monitoring spot checks as further verification of project completion.

12. A Designated Cree Nation Government Officer shall initial all projects contained in a Community Submission and which are eligible under this Law and shall submit such proposals for approval.

13. The responsibilities of a Designated Cree Nation Government Officer shall be carried out in collaboration with the Community Officers.

Subpart D COMMUNITY OFFICERS

14. The functions and tasks of a Community Officer appointed by an Eligible Community shall include the following:

a) ensure that Community Submissions, including each Land User Project Proposal and Community Enhancement Proposal contained therein, meet the Eligibility Criteria prior

to their submission to a Designated Cree Nation Government Officer;

b) assist Land Users and community officials in the preparation of Land User Project Proposals, including by providing assistance relating to environmental requirements for a given project;

c) liaise with the Council of the concerned Eligible Community regarding Community Submissions and the implementation of related projects;

d) plan, in collaboration with the Council of the Eligible Community, the types of projects to be included in Community Submissions as set out in paragraph 8.d)iii of this Law;

e) ensure the availability of the resolutions of the Eligible Community concerning the types of projects and maximum cap per trapline as set out in paragraph 8.d)iii of this Law, including ensuring the transmission of such resolutions to a Designated Cree Nation Government Officer;

f) ensure the resolution of any local disagreement with respect to the implementation of the Enhancement Agreement or ensure the referral of the disagreement to the Council of the Eligible Community for a final decision.

PART V
PROJECT APPROVALS, APPEAL PROCESS AND PROJECT FUNDING AGREEMENTS

Subpart A LAND USER PROJECT PROPOSALS AND COMMUNITY ENHANCEMENT PROPOSALS

15. Land User Project Proposals and Community Enhancement Proposals must:

a) Form part of a Community Submission transmitted by an Eligible Community to a Designated Cree Nation Government Officer and meet the Eligibility Criteria;

b) Include a written undertaking confirming the commitment of the Land User or the Eligible Community, as the case may be, to ensure the maintenance of the equipment and infrastructure used during the project, as applicable;

c) Include a written undertaking of the Land User or the Eligible Community, as the case may be, confirming that all necessary permits and authorizations have been or will be obtained before the commencement of the proposed project;

d) Include a description of the project including its purpose, nature and location, its scope (e.g. number of traplines or Land Users involved in the project, as applicable), its costs, and the portion of its costs covered under another program or otherwise, the entity or individual responsible for its implementation and the nature of the Cree employment, contract and in-kind contribution; and

e) Include any other information determined by the Director of Forestry or the Forestry Cree Traditional Activities Enhancement Committee.

Subpart B PROJECT APPROVAL

16. Each project contained in a Community Submission, including Land User Project Proposals and Community Enhancement Proposals, is subject to the confirmation of its eligibility by the Forestry Department. Thereafter, the Forestry Department may approve such projects, with or without the required adaptations, upon recommendation of a Designated Cree Nation Government Officer. The Director of Forestry shall coordinate with the Treasurer to ensure that funds are available for such projects, with the required adaptations, as the case may be, prior to approval thereof.

17. A Land User Project Proposal and a Community Enhancement Proposal may only be approved if:

    a) It conforms with the Enhancement Agreement, the present Law, the policies made thereunder, if any, and the Eligibility Criteria;

    b) It is not subsidized in its entirety by another program;

    c) The Eligible Community that has submitted the Land User Project Proposal or Community Enhancement Proposal, or the concerned Land User, has confirmed in writing that all necessary permits and authorizations have been or will be obtained before the commencement of the proposed project, the whole in accordance with the policies made under this Law, and has complied with any other requirement indicated by the Director of Forestry or the Treasurer.

Subpart C APPEALS

18. The decision of the Forestry Department regarding the approval of a project contained in a Community Submission may be appealed to the Forestry Cree Traditional Activities Enhancement Committee by any interested person.

19. The decisions of the Forestry Cree Traditional Activities Enhancement Committee denying the eligibility of a project contained in a Community Submission may be appealed to the Executive Committee of the Cree Nation Government by any interested person. The decision of the Executive Committee is final and may not be the subject of judicial review.

Subpart D PROJECT FUNDING AGREEMENT

20. Any funding contribution to be provided to an Eligible Community for a Community Submission approved under this Law shall be subject to the conclusion of a funding agreement between the Cree Nation Government and such Eligible Community, which shall be in the form determined by the Treasurer (“Project Funding Agreement”). The Project Funding Agreement shall include:

    a) the level of contribution;

    b) the payment schedule (i.e. 70% of total funding upon signature of agreement and remaining 30% upon receipt and approval by the Cree Nation Government of required documentation, including activity and audited financial reports);

    c) the description of the approved projects;

d) the conditions and modalities of funding, including with respect to the use of the funds during the same fiscal year and any requirement to obtain permits such as environmental permits;

e) reporting requirements; and

f) the undertakings of the parties.

21. The Project Funding Agreements shall, at a minimum, contain provisions compatible with the Enhancement Agreement, this Law and the policies made thereunder.

22. The Project Funding Agreements may provide, at the discretion of the Cree Nation Government:

a) for the use by an Eligible Community of an amount of up to ten percent (10%) of the annual funding disbursed to that community for the purpose of administration fees, including verification, monitoring and production of reports;

b) reporting requirements relating to the use by the Eligible Community of the amount provided for administration fees;

c) the obligation for the Eligible Community to remit to the Cree Nation Government the amount provided for administration fees where such amount or a portion thereof was not used by the Eligible Community or was used for expenditures that are not eligible under the Project Funding Agreement.

23. Prior to its conclusion, a Project Funding Agreement shall be subject to an approval of the Treasurer, the Management Committee of the Cree Nation Government or its Executive Committee, as the case may be, in accordance with the Financial Authority Law of the Cree Nation Government, as amended from time to time.

PART VI
AUDITING AND REPORTING

24. The Cree Nation Government shall have the same powers vis-à-vis the Recipient of Funding as the powers of the Government of Québec vis-à-vis the Cree Nation Government under the Enhancement Agreement, with respect to auditing and reporting, with such adaptations as may be necessary.

PART VII
CONFLICTS OF INTERESTS

25. Any person, in exercising his powers and discharging his duties under this Law, shall avoid or duly disclose any situation in which he may be, or be perceived to be, in conflict of interest.

26. For the purpose of this Law, a conflict of interest arises in any situation where:

a) a person’s interest comes into conflict with the interests of the Cree Nation Government, or

b) as a result of his interest, a person may be reasonably perceived to come into conflict with the interests of the Cree Nation Government, or

c) a person's ability to act in the best interests of the Cree Nation Government may be compromised or may be perceived to be compromised.

27. For the purpose of this Law, the interest of a) a corporation, person, body, partnership or joint venture in which a person referred to in section 25 is involved in a manner described in Appendix A, and

b) a member of the Immediate Family of a person referred to in section 25, are deemed to be an interest of a person referred to in section 25, as the case may be.

28. The disclosure of the conflict of interest required under section 25 shall be made to the members of the Forestry Cree Traditional Activities Enhancement Committee. Any person who may be, or be perceived to be, in a conflict of interest in relation to a specific matter shall not take part in deliberations, decisions or discussions in relation that matter.

29. Where a disagreement arises as to whether a person has a conflict of interest in relation to a specific matter, the Forestry Cree Traditional Activities Enhancement Committee shall decide by vote whether the person is in conflict of interest or may be reasonably perceived as such. In case of a tie, the Executive Director of the Cree Nation Government shall decide the matter.

30. In the event that all voting members of the Forestry Cree Traditional Activities Enhancement Committee are, or could be perceived to be, in a conflict of interest in relation to a specific matter, the decision of the Forestry Cree Traditional Activities Enhancement Committee may be taken by the Cree Nation Government Management Committee.

31. The Deputy Executive Director or the Treasurer may take a decision which should normally be taken by the Director of Forestry, if he is in a conflict of interest.

PART VIII
LIMITATION OF LIABILITY AND INDEMNIFICATION

32. In implementing this Law,

a) The Director of Forestry, the members of the Forestry Cree Traditional Activities Enhancement Committee or of the Executive Committee in exercising their powers and discharging their duties shall act honestly and in good faith with a view to the best interests of the Cree Nation Government and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;

b) Subject to the foregoing, the Director of Forestry, the members of the Forestry Cree Traditional Activities Enhancement Committee or of the Executive Committee shall not be liable for their acts, receipts, neglects or defaults, for any loss, damage or expense of the Cree Nation Government, or for any loss or damage occasioned by any error of judgment or oversight, or for any other loss, damage or misfortune which shall happen in the execution of the duties of their office or in relation thereto.

33. The Cree Nation Government shall indemnify the Director of Forestry, the members of the Forestry Cree Traditional Activities Enhancement Committee or of the Executive Committee, including the individuals that held these positions in the past, or a person who acts or acted at the request of the Cree Nation Government, and his heirs and legal representatives against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceedings to which he is made a party by reason of having carried out a function under this Law or holding a position under this Law if:

    a) He acted honestly and in good faith with a view of the best interests of the Cree Nation Government; and

    b) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

PART IX
ADOPTION AND PUBLICATION

34. This Law is made by means of the adoption of a resolution of the Council of the Cree Nation Government.

35. Within one week after this Law has been made by the Council of the Cree Nation Government, a copy of this Law shall be posted on the website of the Cree Nation Government and at a public place designated by the Cree Nation Government on the Category IA land of each Cree First Nation.

PART X
AMENDMENTS

36. Any amendment to this Law shall be made in conformity with the Enhancement Agreement.

PART XI
COMING INTO FORCE

37. This Law comes into force on the day of its adoption by resolution of the Council. Proposed by: Chief Michael Petawabano Seconded by: Chief Robbie Kawapit Carried: March 30 , 2023