

**IMPLEMENTATION AGREEMENT
OF THE
2006 JOINT RECOMMENDATIONS OF SPECIAL REPRESENTATIVES
IN ACCORDANCE WITH
1991 TRILATERAL AGREEMENT
1998 BILATERAL AGREEMENT**

Agreement

Between : The Gouvernement du Québec, represented by the ministre responsable des Affaires autochtones, Ian Lafrenière, the ministre des Forêts, de la Faune et des Parcs, Pierre Dufour, and the ministre responsable des Relations canadiennes et de la Francophonie canadienne, Sonia LeBel

(hereinafter, « Québec »)

And : Mitchikanibikok Inik (the Algonquins of Barriere Lake), represented by their duly authorised chief, Tony Wawatie, and Jean-Maurice Matchewan

(hereinafter, “the Algonquins of Barriere Lake”)

(Québec and the Algonquins of Barriere Lake hereinafter called together the “Parties”)

PREAMBLE:

WHEREAS the Brundtland Report put forward the notion of sustainable development;

WHEREAS the parties signed the Trilateral Agreement on August 22, 1991, as a pilot project to promote sustainable development and the reconciliation of resource-uses by Mitchikanibikok and non-Mitchikanibikok people within the territory identified by the Trilateral Agreement (Maps Appendix 1);

WHEREAS Quebec and the Algonquins of Barriere Lake wish to ensure the rational management of renewable resources in view of making possible, with a concern for conservation, their versatile utilization, and the pursuit of the traditional activities by the Algonquins of Barriere Lake

WHEREAS the parties and the Federal Government within their respective jurisdictions, agreed to initiate, in 1991, a trilateral process in view of preparing a draft integrated management plan for renewable resources (IRMP) (forests and wildlife) with regard to the territory included in Annex

2 of the 1991 Trilateral Agreement and to propose means to carry out the plan prepared with the objective of sustainable development.

WHEREAS the parties signed a Bilateral Agreement on May 22, 1998, entitled “Agreement on Approach and Process For Completing Phases Two, Three And Undertaking Negotiations Under Trilateral Agreement”;

WHEREAS in July 2006, in accordance with Phase III of the 1991 Trilateral Agreement and in relation to section 7 of the 1998 Bilateral Agreement, Joint Recommendations were submitted to the Quebec Ministers and the Mitchikanibikok Inik by the Mitchikanibikok Inik Special Representative, Clifford Lincoln, and the Quebec Special Representative, John Ciaccia;

THEREFORE: the parties agree as follows:

IMPLEMENTATION OF THE 2006 JOINT RECOMMENDATIONS OF QUÉBEC MITCHIKANIBIKOK INIK SPECIAL REPRESENTATIVES

1. This agreement is being entered into pursuant to the process initiated by the 1991 Trilateral Agreement and continued by the 1998 Bilateral Agreement
2. The parties are committed to implement the 2006 Joint Recommendations of the Quebec and Mitchikanibikok Inik Special Representatives to the satisfaction of both parties and this agreement is the expression of that commitment. This agreement aims to implement those seven Recommendations.

TRILATERAL AGREEMENT TERRITORY

3. The Trilateral Agreement Territory described in Annex 2 of the 1991 Agreement, as reproduced in annex A of this agreement, is recognized as a special zone within which renewable resources (forests and wildlife) development plans and operations are the subject of an IRMP approved by both parties, represented on the Joint Management Committee as described in section 9. This special zone shall be identified as such and be given appropriate visibility on the *Secrétariat aux affaires autochtones* website. The territory included in Annex 1 of the 1991 Agreement, as reproduced in annex A of this agreement, is a territory that is currently used by the Algonquins of Barriere Lake and shared with other communities. A process involving the Parties will be undertaken to consider the extension of this IRMP plan to this territory included in Annex 1 and located outside the territory of Annex 2.
4. In the event that a Quebec map of “Territories of Aboriginal Interest” be created and disclosed, the Annex 2 of the Trilateral Agreement Territory shall appear on that map as the Algonquins of Barriere Lake’s “core” territory of interest. Depending on the results of the process that will be undertaken to consider the extension of the IRMP (forestry and

wildlife) principles to the territory included in Annex 1 and located outside the territory of Annex 2, those results could be integrated to that eventual map of “Territories of Aboriginal Interest”.

INTEGRATED RESOURCE MANAGEMENT PLAN

5. Forestry

- 5.1 In 2006, the parties produced seven draft management plans, one for each Traditional Management Area (TMA) in the trilateral agreement territory, Annex 2. These plans identified the areas of concern for the Algonquins of Barriere Lake and the level of protection that should be given to these areas of concern. These forestry management plans shall be updated and approved by the Parties as part of the IRMP regarding the management of forestry resources in the Annex 2 territory of the 1991 Trilateral Agreement and a process will be undertaken to consider the extension of these IRMP principles to the territory included in Annex 1 of the Trilateral Agreement and located outside the territory of Annex 2.
 - 5.1.1 A model will be developed to maintain the operational viability of the forest industry and to achieve a balance between timber objectives and other plan objectives, as well as an acceptable balance between the cultural needs of the Algonquins of Barriere Lake and wood and wildlife habitat supply. This model will assure long-term forest sustainability.
 - 5.1.2 The Parties agree to jointly develop an optimization model within one year of the signing of this agreement
- 5.2 For wood supply certainty, the model will seek to achieve the calculated sustained yield based on the following guidelines: 75 % of the productive forest area is available for harvest with no harvest restrictions (represented by a green zone) and 20% of the productive forest area is eligible for modified harvest subject to the provisions of the measures to harmonize process (represented by a yellow zone).
- 5.3 Any protected areas identified as such by the Provincial and Federal Governments are not necessarily included in Algonquins of Barriere Lake cultural designation.
- 5.4 SAS information will be shared in accordance with a Confidentiality Agreement to be concluded between the Parties.
- 5.5 Upon the coming into force of this Agreement, the Parties will promptly undertake discussions with a view to concluding this Confidentiality Agreement.

5.6 TRANSITION MEASURES

5.6.1 In the interim period when the model is being developed, the Parties agree to spatially allocate harvest blocks subject to:

The 2010 or more recent sustainable yield calculated for each TMA as follows:

- TMA 1 = 958 hectares
 - TMA 2 = 2090 hectares
 - TMA 3 = 1941 hectares
 - TMA 4 = 1459 hectares
 - TMA 5 = 1326 hectares
 - TMA 6 = 852 hectares
 - TMA 7 = 1308 hectares.
- The 2006 SAS map of Algonquins of Barriere Lake values and more recent data. This map is reproduced in Annex B. This Annex is confidential, subject to applicable law on access to information. For the transition period, new SAS information will be included in the 5000 ha in article 5.6.3
 - Relative supply of wildlife habitat based on 2006 wildlife Habitat Suitability Indices (HSI) maps.

5.6.2 To facilitate forest operations during the interim period:

- The Algonquins of Barriere Lake commit to completing the updating of SAS map within one year of the signing of the agreement. If this task is not fully completed by this time, the historic 2006 SAS map data and work to date will be used in the joint planning process.

5.6.3 The proposed sectors and planning will be based on the following principles:

- A maximum of 75 % of the 2010 annual sustainable yield will be available for harvest within individual TMAs;
- Harvest zoning will be based on the 2006 SAS map and its three types of zones: *red zones*: harvest exclusion zones, *green zones*: no harvest restrictions, and *yellow zones*: subject to modified harvest;
- Within an individual sector, an additional 5 % of the productive forest land will be eligible as harvest exclusion zones;
- During the transition period, an additional 5,000 ha of highly sensitive areas may be identified as no cut zones.

5.6.4 The special transition measures set out above will end upon implementation of the model in the IRMP planning process or the end of the agreement

6. **Wildlife:** The parties have examined five draft wildlife management plans, one for each of the following species: moose, bear, furbearing animals, small game and fish. A harvest program will be developed and implemented by the Algonquins of Barriere Lake, whereby harvest levels will be monitored. This harvest program will also include a section on Algonquins of Barriere Lake harvesting ethics. A joint document shall be produced which summarizes the extent of the consensus on wildlife issues. This document will serve as a guideline for wildlife management until the finalization of the wildlife management plans. The consensual elements of this document will constitute until then the wildlife component of the IRMP.
7. **Lands:** MFFP is aware of the need to work co-operatively with the Algonquins of Barriere Lake to reconcile the Québec's Integrated forest development plans and Wildlife Management Plans with the IRMP.

SOCIAL INDICATORS

8. The impact of the Integrated Resource Management Plan and subsequent resource development on the society and the culture of the Algonquins of Barriere Lake shall be monitored. To do this, a list of indicators has been developed and the parties shall use this list as a basis to begin assessing the social and economic development of the Algonquins of Barriere Lake community. The continuation of this assignment shall be entrusted to the Joint-management committee provided for in section 9 of this Agreement.

PARTICIPATION IN THE MANAGEMENT OF RENEWABLE RESOURCES (forests and wildlife)

9. In order to provide for ongoing input by the Algonquins of Barriere Lake in the management of renewable resources, a joint Québec / Algonquins of Barriere Lake management committee shall be established and mandated to oversee the implementation of the IRMP, to manage the IRMP process on an ongoing basis, to make recommendations to the parties on changes to the IRMP and to make recommendations to the parties on issues not already addressed in the IRMP.

This committee is established and acts in accordance with the Annex C.

10. A local Barriere Lake Natural Resources Office (NRO) will be established at a time when the Algonquins of Barriere Lake indicate their readiness, to serve as an interface between the Algonquins of Barriere Lake and the other stakeholders in matters of renewable resource development. This office will provide technical support to the joint committee, manage the local harvest program and help develop local human resource capacity and commercial opportunities in the field of renewable resource development.

SOCIO-ECONOMIC BENEFITS AND REVENUE SHARING

11. The Government of Québec provides for five (5) years starting from the effective date of this Agreement an annual contribution of \$1.5 Million (\$1,500,000.00) to support the social and economic development of the Algonquins of Barriere Lake.

This annual financial contribution may subsequently be renewed for a fixed period of time with the written consent of the Parties. It is understood that government of Quebec will have to respect its internal authorization mechanisms prior to express such consent to a renewal.

12. The financial contribution is paid to a fund managed by a duly constituted corporation of the Algonquins of Barriere Lake for the purpose of supporting and promoting the social and economic development of the Algonquins of Barriere Lake. This corporation will be managed by a board of directors composed of five (5) members appointed as provided as follows. Two (2) members of the board of directors will be appointed by the Algonquins of Barriere Lake. Two (2) members of the board of directors will be appointed by the government of Québec. The Chairperson of the corporation shall be appointed by the Algonquins of Barriere Lake after consultation with Québec.

13. The annual financial contribution for each Financial Year is paid in three (3) equal instalments on the first Business Day of the months of April, August and December.

14. The Algonquins of Barriere Lake submit, within six months after the end of each Financial Year, an Annual Report of the projects approved by the corporation managing the fund and audited financial statements.

If because of the effective date of this Agreement, the payments in a financial year does not correspond to an entire annual contribution, the Algonquins of Barriere Lake are nevertheless required to submit this annual report and audited financial statements.

15. Unused amounts of the annual financial contribution will be carried forward a year to another.

16. Québec's contribution to the funding of the NRO referred to in Section 10 and to the participation of the Algonquins of Barriere Lake to the committee referred to in Section 9 will be funded through the existing programs, in accordance with Section 21 of the *Financial Administration Act* (CQLR, Chapter A -6.0001)

17. In accordance with 16, the work of the Joint Management Committee will be sufficiently funded to ensure his effective and efficient operation. Annual operating budgets will be determined on the basis of jointly developed work plans. Annual budgets will include representation, advisory, technical and administrative costs for the functioning of the Committee.

18. This Agreement does not affect the ability for the Algonquins of Barriere Lake to benefit from other programs offered by the government of Québec unless funding for a similar purpose is already provided for in this Agreement and if the conditions of these programs are met.

EXPANSION OF THE LAND BASE OF RAPID LAKE

19. The parties agree to transfer the usufruct of at least 6.28 sq. kms of public land to Canada for the benefit of the ALB. Lots of the cadastre of Québec and the block 4 of township of Émard¹, registration division of Pontiac, covering after surveying approximately 580 hectares, will be transferred as a first phase as soon as requested by Canada. Conditional upon the ALB and Canada submitting a development plan illustrating the development of housing and infrastructure for 25 years, the parties will enter into good faith negotiations to complete a second phase, which will encompass a minimum of 0.5 sq. km of public land.

ELECTRIFICATION OF RAPID LAKE

20. Government of Québec has concluded on July 31st, 2012 with the Government of Canada, a Special Memorandum of Agreement regarding the electrical hook-up of Rapid Lake reserve to the Hydro-Québec power grid (hereinafter the " Memorandum "). The Memorandum provides, among other things, for a distribution of costs between the governments of Quebec and Canada. As for Quebec's contribution, it is provided in Article 4 that the work to bring Hydro-Québec's distribution network to the boundaries of Rapid Lake Reserve, or any other technical option proposed by Hydro-Québec, are at the expense of Québec, subject to approval by the *Régie de l'énergie*, if applicable.

The Parties reiterate their will to cooperate in working towards the implementation of the electrical hook-up of Rapid Lake Reserve to the Hydro-Québec power grid.

DISPUTE RESOLUTION PROCESS

Purpose. The purpose of this Section is to provide mechanisms and to set forth dispute resolution procedures to address and settle any dispute, in an amicable, cost-effective, efficient and cooperative manner.

21. For the purposes of this dispute resolution process, a « dispute » is defined as any controversy, claim or disagreement arising out of the interpretation or implementation of this Agreement and which is formally raised by any of the parties.
22. The dispute resolution process begins by the sending of a written notice from a party to the other party specifying the subject matter of the dispute and the issue(s) to be resolved.

¹ Lots 5 020 609, 5 020 610, 5 020 611, 5 020 612, 5 020 613, 5 020 614, 5 020 615, 5 020 616, 5 020 617, 5 020 618, 5 207 710

23. Upon receipt of this notice, each party shall designate a representative with the necessary authority to jointly work to find a solution to the dispute. Each representative may appoint any person needed given the circumstances.
24. The designated representatives may, by mutual agreement, refer the dispute to an impartial and independent third party for mediation
25. The dispute resolution process ends after sixty (60) days following the reception of the notice at the beginning of the process, unless the representatives of the parties have agreed to set a new deadline.
26. **Commitments:** The Parties' commitments regarding this Section are the following:
 - a) the Parties shall make exceptional use of this Section;
 - b) to be consistent with the cooperative nature of this Agreement, the Parties shall attempt to resolve any disagreement related to or arising out of this Agreement without resorting to this Section; and;
 - c) the Parties shall attempt to settle any dispute in a non-adversarial, cost-efficient and informal manner.

EFFECTIVE DATE, TERM, TERMINATION AND AMENDMENT

27. This Agreement comes into effect on the date of the last signature and remains in effect for ten (10) years.
28. An evaluation of the implementation of this Agreement is to be carried on by the parties five (5) years after it comes into effect.
29. This Agreement is renewable for further ten (10) years periods with, for each period, the written consent of the Parties.
30. This Agreement may be amended with the written consent of the Parties.
31. The Algonquins of Barriere Lake may terminate this Agreement if government of Quebec fails to meet its obligations.
32. Government of Quebec may terminate this Agreement if the Algonquins of Barriere Lake fail to meet their obligations.
33. The Parties commit to support and to stand for this Agreement under any circumstances.
34. In order to terminate this agreement a Party shall send the other Party a thirty (30) days written notice indicating the grounds for termination. If the ground for termination relates to a dispute as defined in article 21, the dispute resolution process in under Sections 22 to 26 must have been respected.

35. Government of Quebec shall, in order to interrupt payments, send the Algonquins of Barriere Lake a thirty (30) days written notice indicating the grounds for the interruption.
36. In the event of termination of this Agreement, the final payment is made in proportion to the amount of time elapsed.

GENERAL PROVISIONS

37. This Agreement is binding on the parties.
38. The Preamble and the annexes entitled *SAS map 2006* and *Terms of Reference* form an integral part of this Agreement.
39. This Agreement is not a land claim agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* and must not in any way be construed as having the effect of an abrogation, a derogation, a negation or a recognition of an Aboriginal right, a treaty right or any other right.
40. This Agreement is without prejudice to the positions of the parties regarding the existence or scope of these rights in any litigation, negotiation or in any other representation.
41. This agreement is without prejudice to the claims of other aboriginal nations or communities and does not constitute a recognition of the merits of these claims.
42. This Agreement does not affect the obligations that government of Quebec may have in relation to other aboriginal nations or communities and its ability to fulfill these obligations.
43. Any obligations on the Quebec's Duty to consult with the Algonquins of Barrier Lake shall be conducted on a government-to-government level.
44. Payments made by government of Quebec under this Agreement are subject to parliamentary approval of the budget appropriations and the availability of funds in accordance with section 21 of the *Financial Administration Act* (CQLR, Chapter A - 6.0001)

DEFINITIONS

For greater certainty:

45. “**Sustainable Development**” as defined in the 1991 Trilateral and 1998 Bilateral Agreements means the same as the concept from the *1987 Brundtland Report by the World Commission on Environment and Development*, which advocates an approach to development, where economic growth “must be based on policies that sustain and expand the environmental resource base.”

46. **“Integrated Resource Management Plan”** (IRMP) means an integrated management plan for the sustainable management of renewable resources (forest and wildlife) based on the principles of ecosystem management, sustainable development, the Mitchikanibikok pursuit of traditional activities, versatile resource use and adaptive management. It includes forest management strategic and operational objectives and management directions for natural resource features and values within the seven Traditional Management Areas of the Trilateral Territory including five wildlife species-based management plans: Moose, Bear, Furbearers, Small Game and Fish.
47. **“Traditional Management Area”** (TMA): There are seven (7) TMAs within Annex 2 of the Trilateral Territory. These 7 TMAs, reproduced in annex D of this agreement, are an aggregation of thirteen zones or areas identified through community consultations as being used by Algonquins of Barriere Lake extended families for harvesting of natural resources as well as for social, cultural and spiritual purposes. The areas were grouped into seven larger zones for purposes of convenience and are roughly of equivalent size. It is important to note that though these TMAs represent extended family use areas and as such the families have an interest and a role in their management.
48. An **“Area of Concern”** (AoC) is an area adjacent to a site of identified value that may be affected by some or all aspects of planned forest or wildlife management activities. Areas of Concern include Algonquin land use areas and cultural sites (deemed sensitive area sites (SAS)), wildlife habitats, riparian ecosystems, uncommon ecotypes, and old forests.
49. **“SAS Map”**: is map of sensitive area sites (SAS) deemed by the Algonquins of Barriere Lake to be particularly important areas of concern for the maintenance of traditional activities, traditional values and/or Algonquin heritage.

IN WITNESS WHEREOF, the Parties have signed this Agreement

For the Algonquins of Barriere Lake

Tony Wawatie
Chief

Jean-Maurice Matchewan

At _____
This _____ day of _____
of the year 2021

At _____
This _____ day of _____
of the year 2021

For the Gouvernement du Québec

Ian Lafrenière
Ministre responsable des Affaires
autochtones

Pierre Dufour
Ministre des Forêts, de la Faune et des
Parcs

At _____
This _____ day of _____ of the
year 2021

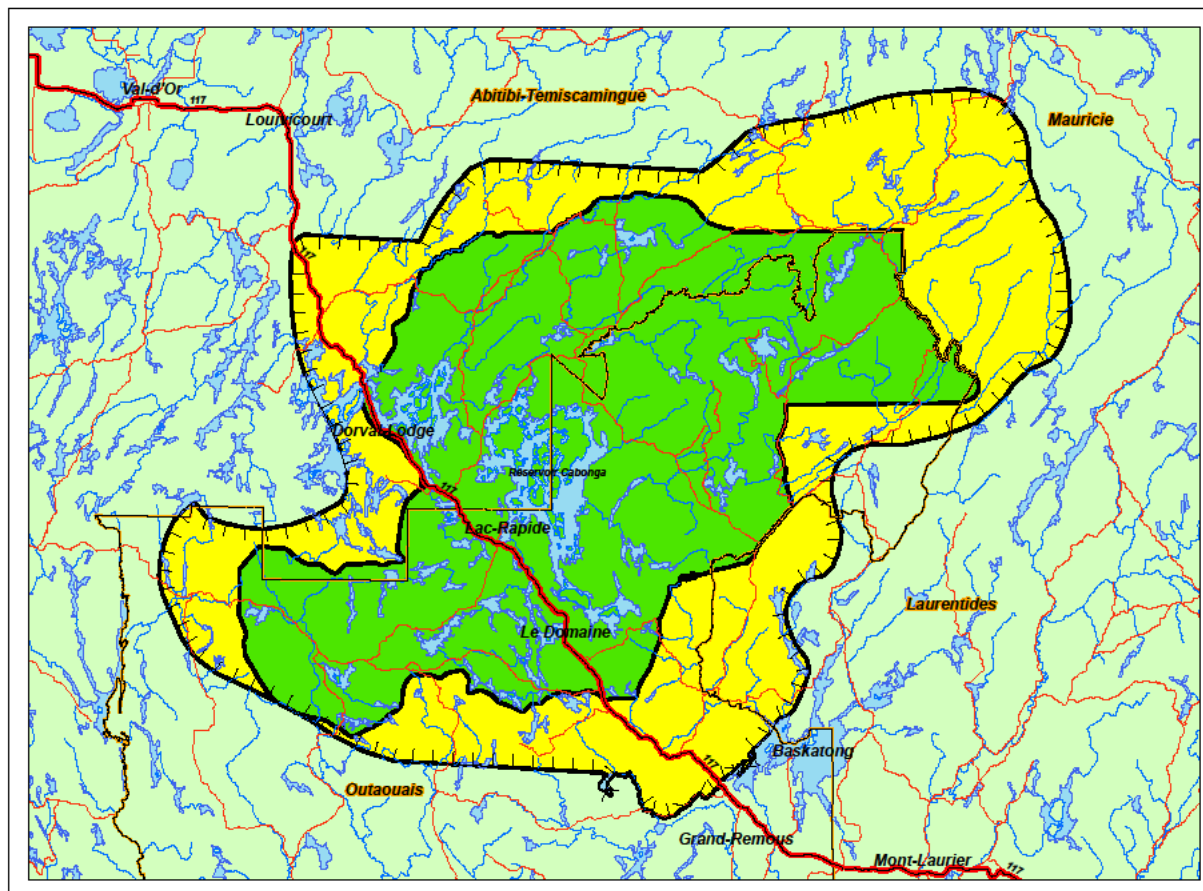
At _____
This _____ day of _____ of the
year 2021

Sonia LeBel
Ministre responsable des Relations
canadiennes et de la Francophonie
canadienne

At _____
This _____ day of _____ of the
year 2021

ANNEX A – Illustration of the territories described in Annex 1 and Annex 2 of the 1991 Trilateral Agreement

Illustration des zones « Annexe 1 » et « Annexe 2 » figurant à l'Entente trilatérale de 1991.

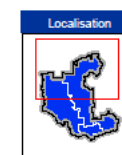


Légende
 Routes 117
 Annexe 1 figurant dans l'entente trilatérale de 1991
 Annexe 2 figurant dans l'entente trilatérale de 1991



Projection cartographique
 Méridien transverse modifiée (MTM), zone de 3°
 Système de coordonnées planes du Québec (SCQ/PCQ), Niveau X09
 0 10 20 km
 1 / 850 000
 Sources:
 BDQA 1M MRN 2001-2008

Réalisation : 2017-06-05
 Note : Le présent document n'a aucune portée légale.
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Québec 67 63 63 63

PREAMBLE

WHEREAS Section 9 of the Implementation Agreement provides for the establishment of a Joint Management Committee

WHEREAS Section 10 of the Implementation Agreement provides for the establishment of an *Algonquins of Barrière Lake Natural Resources Office (NRO)*.

The parties agree as follows:

1. DEFINITION

The terms “Sustainable Development”, “Integrated Resource Management Plan”, “Area of Concern” and “SAS map” are defined in the Implementation Agreement.

2. JOINT MANAGEMENT COMMITTEE

2.1 Composition. The Joint Management Committee shall consist of six (6) members to be appointed within two (2) weeks of the execution of this Agreement, as follows:

2.1.1. Three (3) members shall be appointed by Quebec, one of whom shall have decision-making authority for the Government of Quebec; and

2.1.2. Three (3) members shall be appointed by Algonquins of Barriere Lake, one of whom shall have decision-making authority for the Algonquins of Barriere Lake Band Council.

2.2 Replacement. Members appointed to the Joint Management Committee shall hold their appointment at the pleasure of the Party which appointed them and may be replaced at any time by such Party or upon recommendation of the Joint Management Committee, at the appointing Party’s sole discretion.

2.3 Quorum. Quorum for a meeting of the Joint Management Committee consists of all six (6) members of the Joint Management Committee.

2.4 Functioning. This Sub-section shall govern the functioning of the Joint Management Committee:

- In the event that a representative is not able to attend a meeting, a duly appointed representative may attend such meeting on behalf of the Party;

- The Joint Management Committee, at its discretion, and as it deems advisable, may invite others to attend meetings of the Joint Management Committee;
- Decision-making shall be by consensus, but if consensus cannot be reached after two consecutive meetings of the Joint Management Committee, the matter shall be referred to the dispute resolution mechanism set out in the Implementation agreement (sections 21 to 26).
- The Joint Management Committee may establish other rules for its internal proceedings governing matters such as notice of meetings, agendas, minutes, provisions for teleconference meetings, etc.;
- Meetings of the Joint Management Committee shall take place at a location agreed upon by the Parties. The Joint Management Committee shall endeavour to plan the meetings such that they are as costs effective as possible as regards transportation and other expenses;
- The Joint Management Committee shall meet in person once a month, unless the Committee members otherwise agree;
- The work of the Joint Management Committee will normally occur through its meetings. However, tasks may be delegated to individual members, the Algonquins of Barriere Lake NRO, or to an approved designate of the Joint Management Committee as deemed appropriate.

2.5 Rules of Procedure. The Rules of Procedure of the Joint Management Committee are appended hereto as Schedule 1 (the “**Rules**”). The Joint Management Committee may, from time to time, provide for additional rules for its proper functioning, and amend in writing the Rules for this purpose, provided however these additional rules are not incompatible with any provision of the Rules of Procedure or of this Terms of Reference.

2.6 Financing: The funding of the Committee will be as per Section 16 of the Implementation agreement.

2.7 Annual Activity Report. The Joint Management Committee will produce for distribution to the Parties an annual report on its undertakings and activities, including a summary of the meetings, and a financial statement.

2.8 Communications: Communication related to the activities of the Joint Management Committee will be subject to the Confidentiality Agreement set out in section 5.4 of the *Implementation Agreement*.

3. GUIDING PRINCIPLES OF THE JOINT MANAGEMENT COMMITTEE

3.1 Foster an atmosphere of cooperation and understanding between the Parties to achieve a balanced approach to resource management.

3.2 The Joint Management Committee shall be guided by transparency and accountability principles.

4. ROLES AND RESPONSIBILITIES OF THE JOINT MANAGEMENT COMMITTEE

4.1 The IRMP (FOREST AND WILDLIFE) will be consistent with the following vision:

“To provide for the sustainable development of the TAT including its forest ecosystems and Wildlife; to provide for the pursuit of traditional activities and development of the Algonquins of Barriere Lake and to provide for the economic interests of local and regional economies. This vision is to be achieved through the implementation of adaptive, ecologically sound management principles to sustain versatile resource use”.

Plan objectives will be consistent with:

- The maintenance of a flow of goods and services from the forests, including economic and non-economic ecological functions.
- The maintenance of biodiversity at the species, landscape and ecosystem levels
- The optimization of socio-economic benefits derived from resource management activities for the Algonquins of Barriere Lake and local communities

4.2 **Coordinate** the IRMP (Forest and Wildlife) management planning process and Implementation of the Plan(s) on the management area as defined in Section 3 of the Implementation Agreement, including:

- The incorporation of identified Algonquin values and management directions (SAS map);
- Forestry and wildlife inventory information;
- the development of Area of Concern management prescriptions and ensure their use in the annual allowable cut calculation and the determination of eligible harvest areas and schedules;
- Ensure the use of wildlife HSI and Supply Models in the annual allowable cut calculation and the determination of eligible harvest areas and schedules;
- Provide input, review and verify the determination of a maximum sustainable yield for the management area;
- Provide input, review and verify the identification of eligible harvest areas and strategic access roads plans ;
- Develop (review), implement and monitor the IRMP Wildlife Management Plans (Moose, Bear, Furbearers, Small game and Fish).
- Provide input and approve the optimization model described in Section 5.1.1 of the Implementation Agreement;
- Ensure that both parties approve the IRMP (Forest and Wildlife).

- The IRMP (Forest and Wildlife) Term is 5 years (2018-2023). Quebec will amend its existing PAFIT and Wildlife Management Plans to incorporate the relevant information from the IRMP (Forest and Wildlife) as jointly agreed by the parties;
- The IRMP (Forest and Wildlife) will be updated on a 5 year-basis;
- Manage the transition process as per section 5.6 of the Implementation Agreement.

4.3 The Joint Management Committee shall provide information and advice to the parties pertaining to natural resource development that may impact on forests and wildlife planning and management issues.

4.4 Make recommendations to the Parties on the use, management, and allocation of the renewable resources, of the management area, which will enhanced the economic benefit of the region as well as maintain sustainable development and protect culturally and biologically significant aspects of the forest resources to the Algonquins of Barriere Lake community.

4.5 Advise and participate in renewable resource management planning for the management area including input into integrated resource management plans, land use plans, operational forest plans, the allocation and harvesting of fish and wildlife, disposition of lands for recreation and development of guidelines for the management of natural resources.

4.6 Propose projects and activities and seek alternative funding for activities such as enhanced tourism, fish and wildlife habitat improvement, scientific research, independent advice and special projects.

4.7 Provide advice on monitoring programs for resource users including timber harvesting and the utilization of fish and wildlife resources.

4.8 Oversee the production of IRMP and information products to ensure milestones are met.

4.9 Prepare a communications plan.

4.10 Engage the appropriate technical and professional resources to assist in the development and preparation of the plan envisioned by Section 3 of the Implementation Agreement;

4.11 Identify measures to address the capacity issues affecting the ability of the Algonquins of Barriere Lake to participate fully in the preparation of the plan envisioned by Section 3 of the Implementation Agreement;

4.12 Identify a process for the Algonquins of Barriere Lake and the Quebec Ministries to review the plan envisioned by Section 3 of the Implementation Agreement and provide comments;

- 4.13 Identify a public consultation process for the review of the draft IRMP (forest and wildlife) and any other matters as determined by the Joint Management Committee.
- 4.14 Review and comment on the draft IRMP (forest and wildlife) as it is prepared;
- 4.15 Recommend the revised Quebec-Algonquins of Barriere Lake IRMP (forest and wildlife) to their respective Parties;
- 4.16 Determine its own operating procedures (see section 2.2. to 2.5).

5. NATURAL RESOURCES MANAGEMENT OFFICE

5.1 A Natural Resources Office (NRO) is to be situated in Rapid Lake (at a time when Algonquins of Barriere Lake indicate their readiness), to serve as a technical interface between the Algonquins of Barriere Lake the Government of Quebec (as required and necessary).

5.1.1. Consistent with the Implementation Agreement and the Joint Management Committee Terms of Reference (TOR) the mandate of the NRO is as follows:

- a. Serve as an interface between the Algonquins of Barriere Lake and third party stakeholders in matters of forest and wildlife management and other development that may impact forests and wildlife.
- b. Provision of technical and professional support to members of the Algonquins of Barriere Lake community and the Joint Management Committee.
- c. Advise and participate in renewable resource management and operational planning as defined in section 3 of the implementation agreement.
- d. Assist in the development and implementation and monitoring programs for resource management within the management area as defined in section 3 of the implementation agreement.
- e. Foster an atmosphere of cooperation and understanding between MFFP staff and the Algonquins of Barriere Lake and other stakeholders to achieve a balanced approach to resource management.
- f. Sponsor specific projects and activities on the management area, as defined in section 3 of the implementation agreement, and actively seek alternative funding sources for such activities and projects.
- g. Management of an Algonquin of Barriere Lake Wildlife and Fish Harvest Program.
- h. Promote and foster local commercial opportunities in renewable resource management and development.
- i. Build Algonquins of Barriere Lake human resource capacity through the provision of administration and technical support and educational and training opportunities to community members in renewable resource management.

- j. Coordination/Provision of public outreach and communications for renewable resource sector activities within the Algonquins of Barriere Lake community.
- k. Provision of other duties as specified by the Algonquins of Barriere Lake Chief and Council or the Joint Management Committee.

6. INFORMATION SHARING

- 6.1** The parties agree that they will exchange information² in accordance with the Confidentiality Agreement set out in 5.4 of the implementation agreement.
- 6.2** Quebec agrees that it will inform as early as possible, and as feasible, the Joint Management Committee of any potential project in which Quebec is involved by any proponent, which includes any action, undertaking, activity, conduct, decision or project, existing or proposed, which has the potential to adversely affect the asserted rights and interests of the Algonquins of Barriere Lake within the management area as per Section 3 of the Implementation Agreement.
- 6.3** **Quebec** should make efforts to obtain information from other ministries on any planned project on the management area as per Section 3 of the Implementation Agreement.

7. PLAN AREA

- 7.1** The management area where the IRMP (forest and wildlife) applies is described in the Implementation Agreement (Section 3);

²This data exchange could include, for example, Traditional and Local Ecological Knowledge, wildlife data, ecoforestry information.

SCHEDULE 1: RULES OF PROCEDURE OF THE JOINT MANAGEMENT COMMITTEE

SECTION 1 Notice and Location of Meetings

The members of the Joint Management Committee (hereinafter the “**Members**”) shall call and hold their first meeting no later than one (1) months after the Committee has been formed. The Committee shall subsequently meet at least once a month, except as otherwise provided by this Terms of Reference. In addition, the Joint Management Committee may hold special meetings for the purpose of addressing and resolving specific significant issues and critical matters which may arise and require prompt action.

Regular meetings of the Joint Management Committee will be called by the chairperson of the Joint Management Committee by giving at least ten (10) days written notice to all Members.

Special meetings of the Joint Management Committee may be called by the chairperson on the request of any of the Members by giving a reasonably shorter written notice to all Members.

The secretarial services of the Joint Management Committee shall prepare and distribute the notices of meetings to the Members, which notices will state the time and place of the meeting and the matters to be discussed. The Members may agree to discuss matters other than those stated in the notice.

Co-Chairs

Algonquins of Barriere Lake and Quebec shall each appoint a Member to serve as a co-chair of the Joint Management Committee for a period of one (1) year.

The co-chairs shall jointly:

- preside over the meetings of the Joint Management Committee;
- perform any other functions assigned to them in writing by the Joint Management Committee.

Participation

A meeting of the Joint Management Committee may be held entirely by telephone, electronic or other communication facilities only with the full consensus of the members of the Joint Management Committee.

Observers may attend meetings of the Joint Management Committee with the approval of both Parties and upon signature of a confidentiality agreement.

As may be required, the Joint Management Committee may, at its sole discretion, invite personnel of a Party or any other individual to attend and participate in its meetings.

A Member may participate in a meeting by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously. A Member or invitee participating in such a meeting by such means shall be deemed to be present at the meeting.

Secretarial Services

Algonquins of Barriere Lake shall provide secretarial services to the Joint Management Committee which will include preparing and distributing notices and agendas of meetings of the Joint Management Committee, and preparing, distributing and keeping minutes of meetings, including a list of action items for follow-up after meetings.

The secretary of the Joint Management Committee shall expeditiously forward draft and final copies of the minutes of its meetings to the Parties.

Attendance and Review of Documentation

Members shall attend regular meetings of the Joint Management Committee and shall strive a minimum attendance level of seventy-five percent (75%) on an annual basis.

Prior to meetings of the Joint Management Committee, Members shall review all documents or materials attached to any notice of meeting and shall be prepared to discuss such documents or materials at the meeting.

Quorum

Quorum for a meeting of the Joint Management Committee consists of all six (6) members of the Joint Management Committee.

If there is no quorum at a meeting, it will be adjourned without notice other than a statement to this effect at the meeting.

Confidentiality

Unless otherwise agreed by the Joint Management Committee the discussions at meetings, minutes and reports of the Joint Management Committee and working group established by the Joint Management Committee and any information provided or received by its Members or members of such other committees in the context of their functions shall be deemed Confidential Information and shall be treated accordingly, in accordance with the Confidentiality Agreement set out in section 5.4 of the *Implementation Agreement*.

Invitees and observers at meetings of the Joint Management Committee and any working group established by the Joint Management Committee, shall be required to sign a Confidentiality Agreement.

Conflict of Interest

A conflict of interest is a situation where a Member is taking advantage, or could be seen to be taken advantage, of their position on Joint Management Committee in order to gain a personal benefit, or to benefit the interest of a family member or friend. A Member who believes that they are in a conflict of interest should immediately inform the remainder of the Committee and take appropriate action to address the actual or perceived conflict of interest. This may involve withdrawing or removing him/herself from any decision or action related to the conflict.

Accountability

A Member shall, in the exercise of his functions, act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances.

ANNEX D - TMA Boundaries

