Engineering Poverty: Colonialism and Hydroelectric Development in Northern Manitoba [1]

by

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> *I am very disappointed in your failure to truly acknowledge and understand what our community has and is going through for Manitoba Hydro and the Government of Manitoba to make hundreds of millions of dollars on the pain and suffering of our people. You mention that Manitoba Hydro has made significant progress in addressing the impacts of previous projects including the "major" $18 million CASIL Agreement. That agreement was signed after South Indian Lake had to fight for almost 17 years after being flooded to be recognized under the Northern Flood Agreement. As I said in my letter to Premier Doer, the negotiations were not fair and just as Manitoba Hydro and the Government of Manitoba tried to pay as little as they could to settle our claims. We were desperate people in desperate circumstances who were tired of fighting and were taken advantage of.*
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> Excerpt from a letter dated October 24, 2003 written by SIL resident Myrtle Dysart to Manitoba Minister Responsible for Manitoba Hydro the Honourable Tim Sale regarding the 1992 CASIL Agreement.

Introduction

The trip from the dock at South Indian Lake to the Missi Falls control structure takes well over two hours in a fast boat. A generation ago, the trip meant an encounter with miles of seemingly endless shoreline dense with primitive boreal forest over waters yielding an abundance of pike and whitefish. Today that same trip reveals a constantly eroding shoreline punctured by large cliffs of exposed sediment and roots; islands losing their struggle to the onslaught of ever-changing water levels; trees suspended at all angles, roots vainly trying to hold onto soil washing steadily into the lake; and waters so degraded that a hand disappears from view before an elbow breaks the surface.

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The romanticization of a human life firmly embedded in an apparently undisturbed landscape is an occupational hazard of academics. Ensconced in the onrush of modernity, the idea of 'being close to the land', 'living in harmony with nature', 'understanding the ways of the wild', and so on, holds broad appeal. The daily life of those living in intimate association with the land, however, was often far from romantic. Threats posed by forces beyond understanding much less control were constant as was the possibility of starvation and domination by competing peoples. Yet, however one evaluates the relative merits of Aboriginal life there is little doubt that the foundation for even a remotely familiar land-based existence is rapidly slipping from the grasp of not only South Indian Lake residents but all of the Aboriginal communities of northern Manitoba. For some, the loss can be traced directly to the massive engineering projects conceived and initiated by Manitoba Hydro. The purpose of this essay is to examine the nature of these projects and the impact they have had on the residents that were caught in the wake of their development.

A Colonial Framework

The idea of 'colonialism' offers a useful framework for understanding the current status of the northern Manitoba Cree. Unlike "imperialism", which may infer a merely physical occupation, colonialism generally implies a much deeper form of control and subordination. Strausz-Hupe and Hazard, for instance, argue that a "colonial relationship is created when one nation establishes and maintains political domination over a geographically external political unit inhabited by people of any race and at any stage of cultural development" (1958, 4). Colonialism also implies, indeed even necessitates, the denigration of aboriginal systems of social organization and governance since, as Loomba points out, the process of forming a community means "unforming" the existing community (1998, 3). Thus, many authors writing in the midst of the colonial collapse following World War II, while acknowledging the degenerative character of colonial hegemony existing at that time, continued to degrade the cultural, social and political sophistication of the colonial subjects. Strausz-Hupe and Hazard's 1958 book, for instance, consistently employed terms such as 'primitive' to describe the 'natives', going so far as to claim that such peoples, or at least the educated among them, were grateful for the advantages of modernity being visited upon them.

20th century colonialism, therefore, did more than exact tribute, goods and wealth from conquered places. Nor was colonialism limited to restructuring the economies of the latter in order to draw them into a complex relationship with their own. Colonization also meant interference and perhaps even dismemberment of existing political and cultural structures (Loomba, 1998, 6). As such, *de*colonization is not simply a political process entailing "the surrender of external political sovereignty" (Springhall, 2001, 2). Nor is it achieved by putting an end to "commercial and financial hegemony over former possessions," a condition defined by Springhall as "neo-colonialism" (2001, 4). In its deepest sense, decolonization means recapturing a way of life and a reinvigorating a prior set of cultural and social relationships that were repressed as a functional part of colonial control.

Cree-Canadian Relations

The history of the Cree people is complex and dynamic. Early Cree tribes occupied a land base that centered along James Bay and the Western shores of Hudson Bay, north to Churchill, west to Lake Winnipeg and south to Lake Nipigon. By the early part of the 19th century, this base had been expanded to include a large part of the western plains. At least nine major dialects of a common root language were spoken, including Plains, Woods, West and East Swampy, Moose, East, Atttikamek or Tete de Boule, and Naskapi and Montagnais Cree (McMillan, 1988, 101-102).

The Cree originated as a woodlands culture, dependent upon a mixture of big- and small-game hunting. Hunting was supplemented with fishing, which while not as highly valued, nonetheless provided an occasion for the gathering of normally widely-dispersed kinship-based hunting groups (McMillan, 1988, 102). A steady march westward began with advent of the fur trade in the last decades of the 17th century. Prior to that time, while the Cree were nomadic and dependent upon the seasonal availability of game and fish, they nonetheless occupied a fairly consistent swath of territory. The establishment of the Hudson's Bay Company in 1668 marked a fundamental turning point since prior to that time, the Cree were only indirectly involved in trade relations with the Europeans, though they were routinely acquiring non-native goods such as corn and various merchandise (Mandlebaum, 1979, 16). The siting of Company posts at the mouth of the Nelson, Moose and Albany rivers meant that the Cree were now in a position to trade directly with Europeans.

What the Europeans wanted, of course, were beaver pelts. Perhaps more than any other tribe, the Cree took full advantage of their relationship with the Europeans to expand their range of influence. The acquisition and use of the gun, which was gladly provided to them by the English, played a major role in their success. Beyond this, there were several reasons why the Cree became so deeply entangled in the fur trade. First, says Mandlebaum, there was the great demand for fur on the part of fashionable Europeans and a concomitant push to expand the boundaries of the trade. Once the lands near the settlements were stripped of animals, Cree trappers were required to push further and further into their territory to satisfy the seemingly insatiable appetite for beaver-based hats. Second, the Cree were well suited to serve as the dominant hunting group. According to Mandlebaum (1988, 30):

> Being aboriginally a hunting people, dispersed in small groups across a wide territory, they fulfilled the prerequisite of the fur harvest imposed by the scattered nature of the source of supply and the disadvantages of too intensive trapping in any one area. Secondly, they were a canoe-using people and so were readily able to utilize the network of waterways in their terrain to transport the raw materials to the post. [This] gave them a great advantage of over the more distant people who lacked both the early start and the technique of water transport. For the Cree could reach out into far lands and, armed with guns, repel the previous inhabitants.

The initial stage of Cree-European relations therefore came to be defined by the limits and characteristics of the fur trade, a system that created "a state of economic subservience . . . greatly dependent upon the English and the French not only for arms, clothing, and utensils, but even for provisions" (Mandlebaum, 1988, 29). The trade also provided the foundation for westward movement, initially to the fringes of the prairie and ultimately far into present-day Alberta. However, the trade did not fundamentally alter the land-based way of life or the cultural characteristics of the Cree.

The passing of a fashion in Europe and the near-exhaustion of the resource base meant that era of fur trade was over by the early 1800s. Replacing the rapacious demand for fur, however, was a more fundamental appetite, namely, the need for land to satisfy the westward expansion of European populations. While no one event signifies the beginning of this period, Treaty No. 5 is a suitable historical marker. One of a series of aboriginal-Canadian treaties, the treaty introduced a period of assimilation and paternalism that, according to McMillan, was based on a goal of protecting "Indians while attempting to 'civilize' them and to prepare them to enter mainstream society. Native populations were declining throughout the late nineteenth and early twentieth centuries, and the government plan was to encourage the gradual disappearance of Indians as Indians" (1988, 291). Underpinning this goal was the belief that (Hoxie, 1996, 278):

> Indian tribes were racially and culturally inferior to European and, more specifically, Anglo-Saxon cultural groups. Although treaties were ostensibly made between two nations, their effect was simply to get First Nations out of the way of immigrant settlement and onto reserves, where the tribes would either melt away or become 'civilized' enough to become Canadian citizens.

While the period of assimilation and paternalistic exploitation was long and destructive, neither implied the complete disappearance of traditional life. Indeed, a number of authors have pointed out that even after many years of assimilationist policies, the instrumentalities of modernity ushered in by the post-treaty period facilitated, in at least some cases, the maintenance of traditional practices. In his discussion of regional developments in the James Bay area between 1971 and 1981, for instance, Richard Salisbury argues that (1986, 7; see also, Niezen, 1993):

> [Residents] point out how new technology, like snowmobiles, has been accepted into traditional activities, like trapping, and has changed the organization of those activities. . . The new technology has removed drudgery from a traditional activity, made it more productive and opened the way to other activities, during the time set free. Life is traditional, they may argue, but has become a better life, allowing the hunter more time with his family.

While contemporary technology may, in fact, be supportive of traditional activities and the emergence of a post-colonial way of life, at the root of this possibility

is a viable land base. The current stage of the Cree-Canadian relationship, defined in large part by a vast system of hydroelectric enterprises, calls into question whether or not this is, in fact, a continuing possibility.

A New Era:
Hydro Development in the 1970s

The exploitation of northern Manitoba's vast waterways was long a goal of southern policymakers. While initially modest in terms of size and capacity, as the century progressed the imperatives of modernization provided a foundation for projects that became successively larger in scale and geographic scope.

The exploitation of the region's hydrological resources began in 1900 with the construction of the Minnedosa River Plant. This was followed by the Pinawa Generating Station on the Winnipeg River in 1906 which was the first plant in the region to operate on an annual basis. Following the pattern of power plant construction typical of the era, other stations followed in rapid order, all being larger and operating with relatively higher heads. Ultimately, however, the Winnipeg River was inadequate to meet the region's growing electricity demands and Manitoba Hydro, the province's crown corporation responsible for energy policy, planning, and development, began to look north to the Nelson and Churchill Rivers.

By any measure, the Nelson and Churchill River drainage area is a massive hydrological and ecological system. Together, the basins cover over one million miles, from the Rockies in the west to the Mississippi and the Lake Superior drainage basins in the south and east and throughout the bulk of the Canadian provinces of Alberta, Saskatchewan, Manitoba and Ontario (Manitoba Hydro, *The Hydro Province,* Fact Sheet). While a tentative step in placing hydroelectric resources on the Nelson River had been taken in 1960 with the construction of the Kelsey Generating Station, a systematic inquiry into the full hydroelectric potential of this watershed had to wait until 1963, when the province of Manitoba entered into a cost-sharing agreement with the Government of Canada to investigate the feasibility of large-scale hydroelectric development on the Nelson. Also in 1963, Hydro commissioned a study to investigate the economic feasibility of developing hydroelectric generating stations on the lower Nelson River which emptied directly into Hudson Bay (Manitoba Hydro, no date, 31-34).

Though potentially daunting, these plans were understood as a prerequisite for "provincial continental modernization." According to Alex Netherton, this policy was based upon a mix of old and new assumptions, including long-held beliefs that power must be cheap and that the province's hydro policy must be based upon the most efficient use of financial resources. Added to these traditional assumptions were at least two new and critically important beliefs: first, that electricity generated in the far north would have to find extraprovincial markets in order for the projects to be economically viable and second, that MH possessed the only legitimate claim to northern land and water resources. Institutional changes were also needed, including the creation of a large,

integrated provincial utility not bound by previous interutility agreements and the establishment of mechanisms to remove Aboriginal communities from lands and resources used for hydro (Netherton, 1993, 294-5).

The Churchill River Diversion and the Lake Winnipeg Regulation projects (CRD/LWR) were the instruments of modernization. In essence, the CRD project reversed the directional flow of the Churchill River to increase the volume of water moving through the Nelson River, while the LWR project manipulated seasonal discharges from Lake Winnipeg into the river.

The first phase of the project required diverting the Churchill's flow into the Nelson River. According to Larry Krotz, "by 1976, the engineers had achieved their dream. A control dam at Missi Falls 400 kilometers from the mouth of the Churchill River, cut the flow from an average of 1,050 cubic meters per second to an average of 150, and turned all that water back through 180-kilometer long Southern Indian Lake, then through a man-made channel and several smaller rivers into the Nelson" (1991, 38). Simultaneously with the CRD, Hydro began constructing the first of a series of dams located on the Nelson River. In addition to the Kettle generating station, which was brought on line in 1974, Hydro built three other facilities on the river, representing almost 3,600 MW of generating capacity.

The second part of the project involved the regulation of Lake Winnipeg, primarily to coordinate the outflow of the lake with seasonal electric demand. Unfortunately for Hydro, the natural water flows out of the lake are lowest in the winter, when the demands for export power are the highest. In order to optimize hydroelectric production, MH needed to control the Lake's natural water flows, a feat accomplished with the construction of the Jenpeg control structure and generating station, located 10 miles from the Aboriginal community of Cross Lake. As described by the company (*www.hydro.mb.ca*):

> [The] station on the upper arm of the Nelson River is one of the key elements in the successful development of the hydroelectric potential of northern Manitoba. In addition to generating [128 MW of] electricity, Jenpeg's powerhouse and spillway structures are used to control and regulate the outflow waters of Lake Winnipeg, which in turn is used as a reservoir to store water to ensure enough water is available to run the northern generating stations.

A number of channels were also constructed, including the 2-Mile channel, the 8-Mile channel, and the Ominawin Channel (Manitoba Hydro, *Information Sheet*, Kettle Generating Station).

These two projects allowed Hydro to develop the Nelson River as a "power corridor" and to turn Lake Winnipeg into a gigantic "storage battery". The projects irreversibly altered the hydrological and ecological characteristics of some 30,000,000 acres, or 50,000 square miles, of northern boreal rivers and forest. However, Hydro was

forced to ignore two key considerations: first, the environmental consequences created by the project and second, the interests and impacts upon the Aboriginal communities located on the Nelson River.

The company was able to pursue this arbitrary course of action because "any other claims and resource uses were not calculated or recognized in the physical design or economic evaluation of hydro projects" (Netherton, 1993, 294). Chief among these potentially rival claims were those maintained by the Cree Aboriginal communities of York Factory, Nelson House, Split Lake, Norway House, and Cross Lake, among others, all of which were located within the geographic areas affected by the CRD and LWR projects.

All of these communities were adversely and profoundly affected by the projects. Indeed, according to the 2001 Report of the Interchurch Inquiry into Northern Hydro Development, the projects have proven to be "an ecological, social, and moral catastrophe for northern Manitoba and its Aboriginal inhabitants" (*Let Justice Flow,* 2001, Part IX: Conclusion). It is a mistake, however, to presume that the projects resulted in either uniform experiences or responses, a fact illustrated by the case of South Indian Lake.

The Case of South Indian Lake

The present-day community of South Indian Lake (SIL) is located on the western shore of Southern Indian Lake, an immense body of water 105 miles long and 16 miles wide covering of some 1,200 square miles of surface area. While human presence in the Southern Indian Lake region might date back some 6,000 years, Waldram has argued that (1998, 117):

> It is not possible to determine the exact date in which a community was formed in the Southern Indian Lake area in post-contact times . . . However, by the early twentieth century it was likely that a small but relatively stable population of Indians was living around the region [and] that the economy of the community revolved around the trapping industry and the production of fish and animal products for food and other domestic uses.

For most of the twentieth century, the community was largely traditional in its lifestyle, with family units scattered along a broad swath of land, including the main body and north end of Southern Indian Lake, Bigami Bay, South Bay and Opachuanau Lake (Van Ginkel, 1967, 1). As was the case for much of Cree history, the community gathered together only sporadically, in this case between Christmas and the end of January (Van Ginkel, 1967, 25). Traditional activities were supported by a viable commercial fishery that was established in 1942 (Waldram, 1988, 117).

The community's political and decision making process was also largely traditional. According to Van Ginkel, "the population of SIL is not functionalized – no one is assigned specific roles. Even when an attempt is made to form an organization to function in a specified area, the members seldom remain within the area of concern" (1967, 37). In the same manner (1967, 37-38):

> There appeared to be no formal relationship between employer and employee. This appreciation of the wholeness of the community has kept everyone at more or less the same standard of living. Though our survey indicated a variance in income, no one appeared to have much more or much less than anyone else. Two or three families have fairly large fish and trapping operations, but their personal standard of living, social status, and political leadership are neither greater nor significantly different from anyone else in the community.

In 1967, on the eve of the Churchill River Diversion project, some 76.6 percent of SIL's approximately 480 residents were classified as treaty Indians, 21.3 percent as non-treaty Indians or Metis, and only 2.1 percent white. The main economic pursuits were fishing and trapping, there being some 80-125 licensed fishermen and 80-150 licensed trappers. These pursuits were responsible for a remarkably prosperous life. According to a 1967 report commissioned by Hydro, the average annual income per employed person was approximately $2500 and the average family income was between $3500 and $4500 while approximately 5 percent had achieved a level of income in excess of $10,000 per year (Van Ginkel, 1967, 2). This compared with the "average income of Indians in the North of approximately $500" and, according to the consultants, compared favorably with the national Canadian average. Indeed, "if the current Canadian measure of poverty is applied (an income of less than $3000/year), only 27.9 percent of the total number of families at SIL were poor" a percentage close to the national average at that time (Van Ginkel, 1967, 36).

The high level of income enjoyed by the community also meant a high degree of autonomy from the welfare state so commonly associated with contemporary Aboriginal communities. As noted in the Van Ginkel report, "a striking feature of the distribution of income by sources is the relatively small contribution to total income made by welfare and pensions." Thus, a remarkably small 1 percent of the community's income came from welfare payments while another 5.5 percent of the community's income was drawn from pensions and most of the pensioners "are unemployable due to age" (Van Ginkel, 1967, Table 10, 34, 35).

The Van Ginkel report brings home another key aspect of pre-flood SIL, namely, the ability of the land base to support the community and to maintain traditional activities. According to the report, "the most important enterprise is fishing" with the 70 or so licensed fisherman in the winter and the 107 in the summer generating some $106,000 worth of income or an average value of $1,638 per year (1967, 32). Additional cash income was produced by an active fur trade, though the cash value of the trade was only about one-third of that produced by the average fish catch (1967, Table 8, 32).

Together, these activities, along with some other minor irregular employment, produced a high standard of living, a fact acknowledged by the consultants: "in summary, by Indian, and even by general Northern Manitoba standards, the people at SIL are very well off economically" (1967, 38). In other words, prior to the flooding and subsequent relocation precipitated by the dams, SIL was a community that successfully combined modern pursuits, i.e., a viable commercial fishery, with activities and a pattern of social life strongly associated with the traditional land-based Cree culture.

The relatively stable economic system and the high quality of life enjoyed by the residents of SIL is, of course, strikingly at odds with the characterization of pre-development life generally offered by the company. In testimony before a recent Inter-Church inquiry, for instance, Hydro argued that the communities "were experiencing serious problems of poverty and unemployment long before construction of the Project . . . [and to] . . . assess the specific effects of the Project" or "to quantify the costs and damages of the Project" is extremely problematic (Manitoba Hydro, Background Papers 1 and 4, 1999: 1-3 and 4-9). Even in 1967, despite its own findings that SIL was robust both economically and socially, the Company's consultants found the community's future problematic. Van Ginkle, for instance, argued that the community's "younger generation . . . was not necessarily prepared to continue to live these harsh circumstance" though evidence to this effect is conspicuously lacking in the report (Van Ginkel, 1967, 6). Similarly, the report found that "many parents claim that children who go to residential school—the only secondary schools available—prefer the company of those outside the community" (Van Ginkel, 1967, 7). That children often prefer the company of anyone besides their parents or other community members was again not commented upon.

Underlying an apparent concern for the children, however, was a colonial mindset that understood the integration of a cash economy with a traditional lifestyle as being unsuited to Manitoba's modern, continental society, even if it did produce a high quality of life. Thus, the report argued that "even if one could foresee greater efficiency and productivity and improved marketing of fish and fur for the future, this type of community represents a dead-end way of life" (Van Ginkel, 1967, 6). The only choice was to relocate the residents into a permanent settlement and more fully integrate them into modernity. The creation of a new type of cash economy to replace traditional sources of cash income was particularly important since, in the words of the Van Ginkel report, SIL residents "have never lived on welfare" (1967, 8). It was therefore of the utmost importance "that a viable economic based be created for every individual that is part of the productive process" (Van Ginkel, 1967, 9). Unfortunately, the project, rather from delivering a viable economic base, has helped create a community increasingly dependent upon provincial and company assistance.[3]

[3] Many of the residents receive so-called Hydro payments. However, a good portion of this assistance is immediately returned to the company coffers since most of it is used to pay the extremely high average monthly energy bill. While energy bills are typically high in the north, it is also true that housing stock in the community is oftentimes of extremely poor quality, particularly for those residents who live in so-called Hydro housing or structures built for residents forced to relocate from traditional structures occupied prior

SIL's dependency can largely be traced to the 1970's decline of the Southern Indian Lake fishery precipitated by the completion of the CRD project. According to a 1992 assessment by federal authorities, the project resulted in the desiccation of formerly extensive wetland areas; exposure of large river bars and extensive areas of former river bed; abandonment of former side channel areas; and localized channel downcutting and bank erosion in former, apparently stable areas. The result was "locally significant sediment production [and] considerable shoreline erosion . . . Sediment output from SIL went from about 120,000 tonnes in 1975, to 400,000 tonnes in 1976, 600,000 tonnes in 1977 and 550,000 tonnes in 1978" (Department of Fisheries and Oceans, 1992, 2).[4]

The degradation of the lake had an immediate and overwhelming impact on the Southern Indian Lake fishery. The 1992 Department of Fisheries and Oceans study found that the adult pike population had suffered "a downward trend . . . in both catch per unit of effort (from 13.52 per 8 hour period in 1976 to 5.60 in 1988) and in condition factor (from 0.89 in 1976 to 0.84 in 1988)" (1992, 22). The report also noted that (1992, 23):

> [T]he commercial fishery at SIL was the largest in northern Manitoba prior to impoundment and diversion with about 333,500 kg of fish taken yearly. Approximately 85% of the total commercial catch weight was composed of lake whitefish, with the rest being made up of pike and walleye. Immediately following impoundment there was a substantial drop in catch per unit effort (CPU). In 1982, the whole whitefish catch of the lake was downgraded from export to continental grade, with a concomitant substantial drop in fish price. The lower price and reduced CPU led directly to a collapse of the commercial fishery.

The consequences of this degradation on the community's economic structure was swift and dramatic. In 1972, fishing and trapping were contributing less than half of the community's cash income, as compared to over three-quarters just six years earlier. During the same period, government transfer payments increased almost six-fold to 28 percent of SIL's overall economy (Manitoba Department of Mines, Resources and Environmental Management, 1974, 309). The following decades saw further increases in dependency and by 1996 well over one-third of the community's total income was accounted for by government transfers, a rate over three times of that for the rest of the province (*Statistics Canada,* Community Profiles, 1996). Since that time, dependency has deepened to such an extent that, according to local leaders, only a small fraction of the community's income is now privately generated.

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to the flooding (see Robson, 1993, 112-116). Indeed, according to many residents, they are still waiting for the new, modern structures promised at the time the CRD was commissioned.

[4] Significant erosion continues to this day and while the impact of the Wuskwatim and other projects is difficult to estimate, the 1992 study concluded that the net effect will be a further increase in sedimentation and shoreline erosion (1992, 2).

The deterioration of the community's fortunes is also reflected in household and personal incomes. As noted above, prior to the flooding, the people at SIL were "very well off economically" with incomes at or near the northern and Manitoba averages (Van Ginkel, 1967, 38). Today, the average household income has fallen far below that of other northern towns (see Table 1) while the median personal income, far from being at or above provincial averages, is now one-quarter of both Thompson and Winnipeg, or $6,672, $25,688, and 22,482 respectively (*Statistics Canada,* Community Profiles). Poverty, rather than prosperity, has followed in the wake of the CRD project.

Surveying the conditions found in SIL in the mid-1980s, Robson found that "commercial fishing was almost completely destroyed, traplines were to a large extent underwater, [and] hunting patterns were thoroughly disrupted by the ecological imbalance caused by the flooding" (1993, 115). In other words, a land base that had supported a viable cash economy *and* at least some version of traditional life had been effectively destroyed. That these results were likely outcomes of the CRD project was well understood at the time. Thus, as early as 1974, the government of Manitoba predicted that (Manitoba, 1974, 310,313):

> [I]n the longer run . . . the impacts [of the CRD] will likely be negative. There will be disruptions of winter transportation, both internal and external, due to lack of suitable ice conditions. Real property damage will be extensive. Wildlife habitats, particularly in the case of beaver and muskrat, will be temporarily disrupted. The fishery could be adversely affected due to possible reductions in the lake's productivity over time. A final, and perhaps most important effect, will occur in the employment sector. The disappearance of substantial numbers of temporary jobs could lead to a significant drop in community income. Unless new programs are forthcoming to ensure employment, there will be a rise in the level of transfer payments and, in turn, the social and economic problems associated with such a rise.

Thirty years later, the adverse circumstances predicted by the Province have been realized as the fishery continues its decline and SIL's dependency continues to deepen.[5]

A World of Agreements: From The Northern Flood Agreement to the Agreement in Principle

The state of SIL, while perhaps extreme, nonetheless reflects the general experience of all of the Aboriginal communities located within reach of the CRD/LWR projects. To the extent Hydro and the Province have accepted any responsibility for these conditions, they have done so through a series of agreements that have oftentimes deepened rather than alleviated the frustrations felt by the impacted communities.

[5] Indeed, according to local sources, it is likely that all fishing in Southern Indian Lake will soon be suspended altogether in a last, desperate effort to salvage at least some of the pike and whitefish stock.

The first major agreement reached between the affected communities and the governmental parties was the Northern Flood Agreement (NFA). Finalized in 1977, the Agreement was entered into by the governments of Canada and Manitoba, Manitoba Hydro and the Northern Flood Committee, a group represented by the chiefs of Nelson House, Norway House, Cross Lake, Split Lake, and York Landing (Wiebe, 1999). The latter did not include South Indian Lake or several other affected communities. The NFA was seen by Hydro as a means for negotiating damage claims brought forward by individual landowners and communities in return for exercising the pre-existing right to flood lands legally owned by the Canadian government. Hydro never assumed that the Cree communities had any right to intervene in a way that would prevent or even delay construction, despite the fact that the projects were being built almost entirely within Aboriginal lands. The best that the Northern Flood Committee could hope for was to negotiate a price for the damages and suffering Aboriginals had no choice but to accept.

While all parties were hopeful that the NFA would bring some measure of relief, history proved otherwise. In 1996, for instance, the Royal Commission on Aboriginal Peoples (RCAP) found that the "history of the NFA has been marked by little or no action in implementation of [it's] obligations and a long, drawn-out (and continuing) process of arbitration to force governments to implement their obligations" (1996, vol. 2, 517). The Report concluded that Canada, Manitoba, and Hydro (1996, 120):

> [D]id not intend, and have never intended, to cooperate energetically in measures designed and determined to be effective in confronting the adverse impacts of the project. They have instead used every legal device to limit their individual liabilities under the Agreement. The sixteen-year history of the Northern Flood Agreement is largely a record of the deployment of those devices . . . To the communities [the history of the Northern Flood Agreement] is a manifestation of bad faith by both levels of government. It has done little to address the impacts which continue to confront the communities.

By 1990, frustration over the failure of governmental parties to fully and faithfully implement the NFA prompted the five communities to initiate a negotiation process that ultimately resulted in so-called Master Implementation Agreements (MIA). According to Hydro, the four communities that have accepted the MIAs have done so because the agreements provide an "enhanced land package, firm operational agreements, resource management structures, locally operated claims processes and the flexibility afforded by secure financial arrangements created by means of a trust structure" (Manitoba Hydro, Background Paper #2, 2-4). Only the Pimicikamak Cree of Cross Lake have declined to become a party to a Master Implementation Agreement.

While the MIAs might represent an alternative to the failed promises and obligations of the NFA, they also impose a significant cost, namely the extinguishment of all Aboriginal land claims and their transfer to the government of Canada, which, in turn can make them available to private parties for development. In other agreements such as the James Bay Northern Quebec Agreement (1975), Gwich'in Agreement (1992), and the

Sahtu Dene and Metis Agreement (1993), extinguishment requires "Aboriginal people to 'cede, release and surrender' inherent Aboriginal rights and title to lands for the 'benefits' of land claims agreements" (Grand Council of the Crees, 1998, 35-36). In the present case "rather than fulfill their obligations under the NFA Treaty, the treaty parties . . . embarked upon an initiative of escaping their continuing duties under the Treaty once and for all by inducing the Cree communities to accept a one-time cash buy-out in exchange for full and final extinguishment of their Treaty rights" (Grand Council of the Crees, 1998, 33).

Despite the failure of the NFA and the realities of extinguishment called for in the MIAs, the communities of northern Manitoba continue to seek redress through formal, negotiated agreements, the two most recent being the 1992 CASIL agreement and the more recently concluded Wuskwatim Hydro Agreement in Principle (AIP). The AIP in particular is seen by many as establishing a new partnership model for hydro development in northern Manitoba, one that fosters Aboriginal participation and ownership in hydro development on their traditional lands. In this respect, the agreements present an opportunity to examine the extent to which a new relationship is emerging or whether the old, historic patterns of colonialism continue to dominate Aboriginal-Canadian relations.

In March 1989, after years of debate and legal maneuvering, a determination was made that the residents of South Indian Lake were lawful claimants under the Northern Flood Agreement (NFA). Up to that point, South Indian Lake was not recognized as being entitled to compensation since the residents were variously considered part of the Nelson House community or members of an unincorporated community without reserve status under the authority of the Department of Northern Affairs of the Government of Manitoba. The Community Association of South Indian Lake (CASIL) and the South Indian Lake Housing Association (SILHA) were established to represent and negotiate on behalf of the residents of South Indian Lake and, over the objections of Manitoba Hydro and the Government of Manitoba, were eventually recognized by the NFA Arbitrator as having appropriate legal status. Three years later, on February 12, 1992, after an appeal was filed and abandoned, Manitoba Hydro, the Province of Manitoba and the community agreed to compensation involving both cash and 8,500 acres of Crown owned land for the future establishment of an Indian reserve along with certain infrastructure improvements, most notably the construction of an all weather road between SIL and Leaf Rapids (Troniak, 2004).

The Agreement's specific considerations were several. First, it attempted to sort out who can be considered a member of the SIL community. The Agreement defined a "permanent resident" as (Article 2.b):

> [A] person with an historic connection to the Community of South Indian Lake, either by virtue of membership in the Nelson House Band of Indians and full-time residence at South Indian Lake or a present full-time resident who is a direct lineal descendant of a resident of South Indian Lake there residing on or before the Churchill River Diversion Project and does not

include any person who has received compensation by virtue of residence on the Nelson House Reserve or Settlement as defined in the Northern Flood Agreement.

Second, the Agreement called for a specific level of monetary compensation, with a total of $18 million being provided to members of the community. An additional $80,000 was provided to the Fisherman's Association "in full settlement of any potential claim" that might be associated with the operations at Sturgeon Narrows. All of the funds were to be administered by either CASIL or SILHA, with the explicit understanding that neither Hydro nor the province of Manitoba were to be responsible for the effectiveness "of any of the development purposes" or activities undertaken by CASIL or SILHA or their respective members (Article 3.06 [b][c]). Finally, the agreement required that some 8,500 acres of Crown land be set aside for the residents of SIL with the stipulation that only land not being "used for another public purpose" was eligible for transfer.

Overcoming Hydro's resistance to their claims was a major step forward for SIL. At the same time, however, the CASIL Agreement reflects the strategies and tactics employed by Manitoba Hydro and the Government of Manitoba in negotiating and settling claims emanating from hydro development. First, the Agreement is consistent with the company's historic understanding of the NFA and the MIAs, namely, that it is a "once-and-for-all-time" resolution to any damage claims arising from the CRD project. Thus, Article 6.04 explicitly states that "neither CASIL nor its members shall be entitled to further compensation except in respect of any damages which were of a nature different than or an extent greater than that which on August 29, 1991 was foreseen or could have reasonable been foreseen." The Agreement specifically rules out any further consideration of "alleged socio-economic damages" unless they were caused by "such a physical or biological impact" (Article 6.05), the meaning of which was left unspecified. Hydro also gains another layer of protection in that the Agreement does not imply any admission of liability under the NFA (Article 9.02).

The negotiation process was also typical of previous agreements. Waldram, in discussing the Easterville and South Indian Lake experiences between 1960 and 1977, writes that "in both cases . . . the legal representation of the affected community was either omitted or impaired through poor advice, funding restrictions, legal stalling tactics and the refusal on the part of the Government to disclose the necessary information to allow the communities to properly define their legal positions" (1984, 233). Both projects also involved the failure to provide full and accurate information to the affected communities on the predicted impacts of the flooding of their lakes and relocation and socio-economic development options (Waldram, 1984). All of these tactics were, at least according to many involved in the process, characteristic of the CASIL negotiations (Dysart, 2003).

Finally, rather than leading to a reconciliation of community differences, Aboriginal-Hydro agreements have often deepened rather than narrowed divisions within and among northern communities. In part, this is due to the company's tendency to base

compensation upon very narrow interpretations of language found in the agreements, the result being long and often very contentious arbitration and negotiation processes. This has often resulted in extreme frustration, hardship, and divisions in the affected communities. All of these tendencies are again on display in the case of South Indian Lake and the negotiations leading up to the CASIL agreement. The narrow meaning of "permanent resident," for instance, and the subsequent tensions between eligible and ineligible classes of residents, led to the creation of the Association for the Displaced Residents of South Indian Lake (DRSIL). Members of the Association, comprised of South Indian Lake residents and their descendants displaced and/or those not included under the CASIL Agreement, have pursued independent individual compensation under the NFA. As of March, 2004, none of the 400 or so claims filed by DRSIL members, including the first eight claims that were filed in June 1994, have reached the point of being heard on their merits (Troniak, 2004).

Another recently concluded agreement involving Hydro and the Nisichawayasihk Cree Nation (NCN or Nelson House) offers additional insight into the question of whether a new post-colonial era is at hand. Acknowledging in suitably oblique terms the "difficulties" that "arose in relation to the implementation of the NFA" the Wuskwatim Hydro Project Agreement In Principle (AIP) points out that the 1996 MIA included arrangements for the establishment of a process to "assess future development within the resource management area" (*Whereas*, 9 and 11). As part of their ongoing discussion and as relevant to their respective interests, the Agreement states that the parties "will endeavour to determine ways in which the [projects] can be developed in a manner that is commercially credible, economically viable, environmentally and socially acceptable, and consistent with the treaty and aboriginal rights of NCN and its Members and with the principles of sustainable development" (Article 2.3).

The AIP acknowledges a number of issues that were of significant concern to the community. Citing an opinion survey conducted prior to the onset of negotiations, the Agreement recognizes that some 90 percent of the respondents rated job training and employment and business opportunities as being very important. The protection of Aboriginal life and culture, water quality, big game animals and plants, and the beauty of the site were also rated as being very important. 80 percent thought it very important to minimize flooding, to protect furbearing animals, to address navigation and safety, to provide compensation for historical and on-going damage associated with the CRD project as well as to monitor the effects of such damage, and to find means to effectively involve the community in hydro-related decisions. Substantial majorities also considered it important that NCN to own part of the project and that access to NCN resource areas be restricted to Members (Article 2.4). In recognition of these concerns, the AIP states that "the parties will review and discuss these issues in an effort to fully understand them, and to the extent reasonable and practicable, and within their jurisdiction and authority, will endeavour to address them in the PDA or otherwise" (Article 2.4).

The fact that the AIP even acknowledges these concerns is significant and might well signify a departure from prior agreements. Yet the Agreement specifies few explicit or verifiable requirements, instead relying upon a language that is conditional and

ambiguous. Consider, for instance, the provisions regarding training, employment and business opportunities (see Section 6, generally). Hydro appears to promise a great deal, and in doing so, might argue that it has addressed in a positive manner the concerns of the community. The required actions are, however, minimal. Far from actually producing jobs, Hydro merely promises to (Article 6.1.2):

a) *consult* to identify potential positions for which Members may be qualified or wish to obtain training in order to qualify for such positions;
b) *consult* to identity reasonable and practical means for Members to be employed in Hydro operations, including the establishment of annual estimated of permanent, temporary and seasonal employment opportunities; and
c) *undertake a study* of existing job qualification standards (emphases added).

The same pattern of conditional responsibility is continued in Section 6.2.2 where the Hydro agrees to work with potential contractors and sub-contractors to *analyze* the scope and scheduling of all potential work on, and opportunities arising from the [projects] in a timely fashion; *analyze* existing and past employment and procurement policies; develop surveys and other planning instruments to assess the readiness of NCN businesses and Members to access opportunities arising from the projects; *assess* the skills and competencies that will be necessary; and determine at the earliest reasonable time, the academic and other prerequisites necessary for Members to secure project-related employment (emphases added).

Conditional language continues in Section 6.2.3 where the Parties agree to "*review* any collective agreement … [to] foster and encourage the employment of Members in the projects" and in Section 6.2.7 where the "parties acknowledge Members may require special training about labour laws, unions, collective agreements and the obligations of parties to such agreements. The parties *will consider* appropriate arrangements to ensure that such training is obtained in a timely manner" (emphases added).

Minimal expectations also hold with respect to the creation of business opportunities. Thus, Hydro is obligated to provide resources meant "to facilitate the employment of Members", including resources reasonably required for aboriginal employment support; cross cultural support work shops for employees; counseling support for aboriginal and other employees; and programs to facilitate the resolution of problems and conflicts involving aboriginal employees, other employees and/or contractors (Section 6.4.1). All of these activities, of course, might well be considered normal functions within any corporate Human Relations department.

Despite the fact that no, or at best few, concrete actions are required and no absolute promises of employment are found in the Agreement, Hydro retains the right to "adopt, amend or terminate its on-the-job employment and business opportunities

policies" (Article 6.1.3). The company is also insulated from direct responsibility for any job-creating requirements by establishing that "third party contractors and sub-contractors, and where relevant, collective agreements will establish the arrangements under which members will be employed" (Article 6.2.1). This point is reiterated in Article 6.2.3 which states that "[U]ltimately the contractors and sub-contractors . . . will be responsible for determining the number of jobs available, the job qualifications, and the scheduling of these jobs." In other words, if community members fail to find project-related work, Hydro cannot be considered in breach of the Agreement. As in the past, the AIP insulates the Company from responsibility for any difficulties that might be experienced by the community or its members.

The same sort of "quasi-commitment" that is established for employment also holds true for education and training. Section 6.4.2, for instance, calls for the establishment of an accredited curriculum by NCN. But Hydro is required only to "cooperate with NCN in this undertaking and *may* provide funding and other agreed upon resources" [emphasis added]. Again in Section 7.1 Hydro is called upon to "explore arrangements" that may facilitate the objective of "maximizing training, employment and business opportunities" through the establishment of the Atoskiwin Training and Employment Centre (A-TEC). While Hydro agrees to consider a contribution to A-TEC the contribution will be credited against or repaid by NCN (Section 7.5). Nor are any future contributions called for in the Agreement.

While much of the AIP offers little but the promise of exploring possibilities, one aspect of the agreement does, in fact, have groundbreaking potential, namely, the opportunity for NCN to become an equity partner in the Wuskwtim/Notigi Projects. According to the AIP, "Hydro's Board reviewed its policies, and with the knowledge of its owner, the Province of Manitoba, made a decision to provide NCN with an opportunity to acquire a limited equity interest and to participate as a limited partner in the Project Entity." The AIP is intended to outline the principles that will govern the efforts of the parties, consistent with the Hydro Board's decision to explore, and hopefully conclude arrangements for NCN to participate as a limited equity partner with Hydro in the Project Entity (Article 14.b). While again conditional, the Agreement nonetheless specifies that the NCN will have, "at its option, the right to acquire an ownership interest in the Project Entity, or if a separate Project Entity is used for each project or development, an ownership interest in each Project Entity, which ownership interest will not be less than 25% in each Project Entity" (Section 8.6)

The conditions under which an equity partnership might take place have been further specified in the October 2003 Summary of Understandings (SOU). The legally non-binding SOU commits up to $5 million dollars for the training of community members to enable them to work on the project, though no jobs are actually guaranteed either during the construction phase or during the operational lifetime of the Wuskwatim dam. Hydro is also given sole authority for negotiating and concluding the Burntwood Nelson Agreement, the collective bargaining agreement that determines the actual scope of employment for the project. The agreement requires only that NCN be kept "informed on material issues with respect to the progress of the negotiations" (SOU, 10).

The vast bulk of the SOU is taken up with a description of how the proposed financial structure would operate should the partnership proposed in the AIP come into existence. While the SOU moves the idea of an equity stake forward, substantial questions remain. A legal review of the document prepared by a DRSIL-retained law firm specializing in environmental and aboriginal law, for instance, found that (Murphy, 2004, Conclusion):

> Without knowing whether the Project will be viable, it is difficult to ascertain whether NCN stands to profit from this venture. There is no clear indication as to how NCN will receive its financial revenues or share in the profits. It is evident that Manitoba Hydro owns all the electricity from the Project (see Power Purchase, Heading 11), however it is not clear what this means for NCN.

The opportunity for an equity stake in the Wuskwatim/Notigi Project is of no small significance; indeed, it is arguable that the stake is the one substantive and concrete contribution that the AIP makes towards securing the future of the community. Unfortunately, if the returns promised by an equity stake are to be realized, then the on-going "ecological catastrophe" (*Let Justice Flow*, 2001) that is the CRD must continue. Indeed, the necessity of continuing environmental collapse is implicitly acknowledged by the Agreement in its declaration that "the typical seasonal and monthly regulation pattern that has been experienced historically since the CRD was fully commissioned in September of 1977 will remain unaltered" (Section 4.4.2). In this respect, the AIP also acknowledges, at least indirectly, that the land base necessary for even a token participation in an aboriginal, or pre-colonial, lifestyle is rapidly slipping from the grasp of northern Manitoba's Aboriginal communities.

CONCLUSION

The relocation of SIL residents, as well as the other 16,000 Aboriginals living north of the 53rd parallel" (Van Ginkel, 1967, 7), was only partly intended to address the grievances occasioned by massive flooding and subsequent environmental collapse. Instead, the relocation is best understood as an on-going, necessary and functional step in the continuing process of colonialism that had begun more than a century earlier. This point was made in a particularly direct way by the Van Ginkel report in its assertion that "the ultimate solution for every Indian in North America will be to become a member of our technocratic society and whether this society is perfect or not is irrelevant. There is simply no choice but to take part in that society, if the individual is to achieve full status" (1967, 8).

From the viewpoint of the dam-builders, relocation, the dismantling of a land-based economy, and the subordination of Aboriginal lifestyles were not unfortunate realities occasioned by the necessities of progress. Quite the contrary: everything done to the communities was represented and understood as positive steps that would bring about

the necessary transformation of a backward-looking and ultimately unsustainable way of life. Aboriginals were, to use Loomba's phrasing, seen as "children who need to be brought in line with the rest of the country" (1998, 10). Any suggestion that even a semblance of traditional life could be maintained, except perhaps as a nostalgic display in some sort of ecological theme park, was treated as being, at best, naïve and misguided. At worst, resistance to either relocation or economic transformation was seen as denying Aboriginal communities the opportunity to gain a foothold in modern society.

If by colonization is meant interference and perhaps even dismemberment of existing political and cultural structures (Loomba, 1998, 6), then the hydro developments of the last several decades surely represent a profound deepening of that process for the Aboriginal peoples of northern Manitoba. Hydro development, at least in the case of South Indian Lake, engineered poverty, a significant and increasing level of welfare dependence, a fundamental change in traditional social practices and the virtual sterilization of the land base. In essence, the AIP acknowledges that in the face of such conditions, a land-based mode of life, even one mediated by the instrumentalities of modern technique, is an historical anachronism. Whether and how NCN ever turns a profit is, in this respect, irrelevant. The agreement represents not the end of colonialism but its zenith. The goal enunciated by the Van Ginkel report and embraced by both Hydro and Manitoba that northern Aboriginal communities should put behind the idylls of the past and fully commit to the advantages of modernity has finally been achieved.

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Table 1

Average Household Income

	1981	1991	1996	2001
Cross Lake	$5,686	$27,213	$32,197	$31,367
Nelson House	$4,345	$29,078	$31,742	$34,802
South Indian Lake	--	$24,408	$32,816	$31,185
Thompson	$8,812	$53,712	$59,314	$61,759
Winnipeg	--	$42,208	$44,937	$53,176

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