

Amiskuk Boo-koo Ta Ki Oosey-ta-chik Ki-Piikuna:  
“Only Beavers Should Build Dams”

by

Ramona Neckoway

A Thesis submitted to the Faculty of Graduate Studies of  
The University of Manitoba  
in partial fulfilment of the requirements of the degree of

MASTER OF ARTS

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**FACULTY OF GRADUATE STUDIES**

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## ABSTRACT

The following work examines the historic and contemporary activities of Manitoba Hydro, the major producer and supplier of hydroelectricity in the Province of Manitoba. The review is limited to industry presence in the northern region of the province and incorporates a survey of industry's existing activities in Cree territory and includes a chronological account of its activities. Industry's newest proposal, the Wuskwatim project, a joint venture between the community of Nisichawayasihk Cree Nation and Manitoba Hydro, eventually becomes the focus. Examination of the Wuskwatim venture consists of consideration of the processes associated with the project, including the practices used to arrive at the deal along with brief consideration of various Articles contained within the Project Development Agreement, the massive and binding business contract governing the project.

A central contention in this work is that the processes and practices involving the industry's most recent parade into Cree territory reflects a familiar an ongoing process of colonization Brief theoretical consideration is given to the notions of development and colonialism respectively and in respect to the subject matter.

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## LIST OF ACRONYMS

- AIP- Agreement in Principle
- CRD- Churchill River Diversion
- LWR-Lake Winnipeg Regulation
- NFA- Northern Flood Agreement
- NFC- Northern Flood Committee
- NCN- Nisichawayasihk Cree Nation
- PDA- Project Development Agreement
- SOU- Summary of Understandings
- TPC- Tuskinigap Power Corporation

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Thank you Kim and Lois for putting up with me.

CREE GLOSSARY  
(PHONETIC SPELLING)

Amisk: Beaver

Kichi Manitou: The "Creator"

Nisichawayasihk: Cree name for homeland of Nisichawayasihk people

Nisichawayasihk-Ithineewuk: People from or belong to Nisichawayasihk

Nethowe-Ithineewuk: Cree speaking peoples

Wuskootim-mis-sah-gay-guhneeg: "Wuskwatim Lake"



## Preface

Manitoba Hydro is the major producer of hydroelectric energy in Manitoba. Like other capitalist enterprises, the hydroelectric industry in this province portrays itself positively and as a contributor to human well-being in the name of progress. This position is perhaps most adequately captured in Hydro's assertion that "[t]he history of the electrical industry in Manitoba tells the story of expediency, foresight and public responsibility" (Manitoba Hydro *a*, n.d., 1). In addition to describing its history in such an auspicious manner, industry also presents itself as environmentally friendly<sup>1</sup> with concerns for the environment emerging in statements that pronounce and exemplify its "proactive [movements] in protecting the environment" (Manitoba Hydro, 2006, 38).

While the Crown parities responsible for producing hydroelectric energy in this province may indeed be motivated or guided by a genuine concern for the environment<sup>2</sup> as they move toward expanding their existing hydrological network in the north, consideration should also be given to the increasing and politically charged issues relating to climate change, green house gas emissions and the state of the environment that are enthralling the international community. In other words, in examining the contemporary movements of industry, we must also be prepared to consider the influences of politically charged discourse and practices relating to climate change, especially as industry advances its agenda aimed at building more

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<sup>1</sup> Take for instance the image of Hydro's girl captured on page 7.

<sup>2</sup> The larger environmental benefits (in regards to climate change and global warming) of producing "renewable" hydroelectricity was discussed by Dave Chomiak, the Minister responsible for Manitoba Hydro, in a meeting at the Provincial legislature between the Interfaith Task Force on Northern Hydro Development, the Minister responsible for Manitoba Hydro and Manitoba Hydro's CEO on March 15, 2006.

dams. It is the position here that Industry's statements, such as those cited above which carry pronouncement of moral and environmental responsible practices, are far removed from the reality of what is involved in the production of hydroelectricity.

The pages that follow contain an Indigenous scholarly response to the disparity between industry's rendition of its activities, embodied for instance in statements such those cited above, and the counter reality of its presence in Cree territory. The history of the electrical industry may have indeed encompassed expediency, but it did not nor does it espouse a process of "foresight and public responsibility" as is suggested by industry. Once the complex layers of the hydro story are examined thoroughly, with the experiences of the affected Cree communities taken into serious consideration, the imposing and detrimental impacts of industry's presence becomes obvious.

This work is not intended to condemn the various actors mired in the hydro saga in northern Manitoba. The intention is to inscribe an Indigenous perspective regarding the contemporary state of affairs of the subject matter, creating what Maori scholar Linda Smith calls an "alternative story," (2002, 2). Alternative stories are narratives that that counters the myths (or half truths told) by the colonizer (the "colonizer" in this work is represented by various Crown parties historically engaged in the production of hydroelectricity). Smith reminds us that "Indigenous peoples across the world have other stories to tell which not only question the assumed nature of [Western] ideals and the practices they generate, [they] also serve to generate an alternative story" (2002, 2). This work is one is written as one of those stories.

## Introduction

*Ramona ni tisithegahsoon; Nisichawayasihk oochi-neetha:*  
My name is Ramona; I am from *Nisichawayasihk*.

In keeping with the oral custom of my Indigenous cultural group, I begin by identifying myself and communicating where I come from. This form of introduction is important for several reasons; the first, of course, is that it observes my own cultural practice. In introducing myself in this manner, I am also recognizing my homeland and acknowledging my ancestors who occupied and utilized that homeland in the lifetimes that preceded mine. It is reasonable to assume that members of my family will continue to occupy this territory so long as they are able because it continues to be our homeland.

*Nisichawayasihk oochi-neetha:* I am from *Nisichawayasihk*. *Nisichawayasihk* is the territory around and including the settlement formerly known as Nelson House which is now called Nisichawayasihk Cree Nation (NCN); it is a colonially designated "Indian Reserve." Observing the recent trend of recovering and incorporating Indigenous words for Indigenous places, the Cree term *Nisichawayasihk* has been integrated into the name of the Reserve. "Cree" and "Nation" are terms which were borrowed from the official languages of the colonizer and have been affixed to *Ithinemowin*, the Cree language. The Reserve, number 313, is located roughly seventy-five kilometers northwest of the mining Town of Thompson in northern Manitoba and the physical boundaries of the

settlement is contained within the territory of *Nisichawayasihk*, the homeland of the Cree<sup>3</sup> at *Nisichawayasihk*.

The origins NCN, the settlement formerly known as Nelson House, date to the fur trade era. Various trading posts were established in the vicinity of NCN throughout the late 1780's and 1790's (Grainger, 1979, 40); a commercial rivalry between the Hudson's Bay Company and the North West Company gave rise to the emergence of traders who established posts in the region (Ibid., 36). Missionaries would settle much later in this area.

The settlement of Nelson House became [semi-permanently] populated beginning in 1930 after the decline of the fur trade, Grainger (1979) reports that "it was this time that the Nelson House ["Indians"] began moving into the reserve [sic] and settling in the community" (45); however, note that the settlement was predominantly occupied by various colonial agents, traders or clergy and their families and that local Indigenous peoples lived in semi-permanent "camps" in the vicinity of the settlement until as late as the 1960's. The Cree remained what anthropologists call "hunter-gatherer" people, moving seasonally between camps, and arrived at the settlement to restock supplies, to attend church related events or for school. At present, NCN has total Band registry of 4258 with roughly 2556 members living On-Reserve (INAC, 2007). Adjacent to NCN is a modestly populated Metis settlement.

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<sup>3</sup> The term "Cree" is believed to derive from the French term "Christenau" and was the name eventually used by early colonial settlers to describe the Indigenous *Nethowe-Ithinewuk* ("Cree" speaking peoples), the name is a colonial designation and is used here to reference the cultural and linguistic group that has become associated with the term. Note that Cree peoples from *Nisichawayasihk* refer to themselves as *Ithinewuk* or *Nethowe-Ithinewuk*.

The recognition and designation of *Nisichawayasihk* as an “Indian Reserve” creates a unique legal location for the community and its “Indian” members. The designation as an “Indian” Reserve was created through the historic Treaty Five process which represents the historic and binding relationship between the Nelson House “Band of Indians” and the Federal Government. NCN became a signatory to Treaty Five through an adhesion in 1908.

Both Nisichawayasihk Cree Nation (NCN) and Nelson House appear throughout this work interchangeably in reference to my community but both are viewed and treated as having their birth in a colonial tradition. It should be noted that the Cree reference or name for the community (and the general vicinity around the settlement) is *Nisichawayasihk*—without the affixation of Cree Nation.

In this paper, my community is regarded as indigenous community with a historic identity and the use of *Nisichawayasihk* denotes this position. *Nisichawayasihk* is used instead when I am discussing its location as an indigenous community because *Nisichawayasihk* recognizes and encompasses the territory around and including the physical municipal boundaries of NCN. It also recognizes the historic identity of *Nisichawayasihk-Ithinewuk* who possess “Creator granted rights and powers”<sup>4</sup> which preceded the colonizer. To rely solely on the use of Nisichawayasihk Cree Nation to reference my community is to confine *Nisichawayasihk* to those boundaries and “rights” imposed and conferred by the

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<sup>4</sup> Term borrowed from Mr. Nelson Miller, former Executive Council member of the Pimicikamak Nation. This term denotes the position of *Nethowe-Ithinewuk*, Cree speaking peoples as Indigenous peoples, possessing rights and customs that precede the colonizer. Creator granted rights and powers embody those rights, customs (and homelands) that Cree people believe were given by the Creator and include the right to determine culturally relevant forms of governance, education, healthcare, economy and spiritual .

Federal government, though references are made to NCN throughout this work. NCN is used in reference to the community as an “Indian” Reserve with the legally entrenched rights bestowed by the government.

“Indigenous” peoples or communities in this paper references those peoples (communities) predominantly occupied by Indigenous speaking peoples who possess Treaty-based rights, though it should be noted that possessing treaty rights is not itself a marker of Indigeneity. That is, being Indigenous or identifying as an Indigenous person is not contingent on possessing Treaty-based rights as there are numerous Indigenous communities that do not have the same ties to the Treaty making processes as Treaty signatories. Indigenous is used in a specific context in this paper in place of “Indian” or “Aboriginal,” which is a branding that has been introduced and imposed by the colonial government (these have also become the politically correct way to reference “Indians” or “Indians, Inuit and Metis” peoples). The term “Cree” is a reference to the Cree speaking peoples of northern Manitoba who continue to occupy their homelands.

### **Industry’s Generations**

Manitoba Hydro and the hydroelectric industry’s roots run deep in northern Manitoba. Despite the fact that the utility’s presence in the north has been a fairly recent one, spanning a mere four decades, the trauma felt by several Indigenous communities as a result of its presence has been extreme. Having lived in *Nisichawayasihk*, first as a young child without many modern “amenities” such as running water, toilets or even bathtubs, then as a teenager into adulthood, I have

witnessed various consequences of so-called development first hand. The imported conveniences did not translate into the better quality of life that was promised.

As a child, I played around the smoke house as my great-grandmother smoked whitefish; I watched as she sat perched atop a large square of stiff and stubborn moose skin which only softened the longer she worked it. I tagged along as people hauled drinking water from "down the bank" (which should not have been consumed due to contamination that resulted from the Churchill River Diversion Project of the 1970's) and played in the bush and along the banks of the lake. This life was not easy, but it was born out of necessity. Now virtually no one erects the smoke houses or tans the hide, nor do children play as freely enjoying the rich and vast bush around them, or playing and laughing in Cree (or conversely getting scolded). It was within my generation that the lifestyle of *Nisichawaysihk-Ithenwuk*, the people of *Nisichawayasihk*, began to undergo a visible transformation.

Though the less convenient lifestyle meant bathing in a small aluminum wash tubs in the middle of the living floor as young child, because running water did not exist, or waiting for the old stove in the back of the house to warm the floors enough to walk on, there was at least a sense of identity and shared values then.

The lifestyle that I experienced as a child contrasts drastically to my experiences as young mother in NCN and to the lifestyle that one encounters in the community today. There is a clear disparity. Nelson House "evolved" from a self-sufficient community, with the people still living off the land engaging in a land-based way of life to the current lifestyle shaped by a wage economy. The contemporary economy is heavily influenced by southern or Western models where

the measure of success focuses on the ability to adapt to a southern standard and way of living which includes having technology or amenities such as running water. It is ironic to contemplate how communities are perceived as more progressive once acquiring modern conveniences such as running water, yet in many of the hydro affected communities, the water is not fit for human consumption whether one has to run for it or it runs for you.

Like many other communities, NCN has felt the varied consequences of prolonged exposure to a colonial culture— a culture with many values and practices in direct conflict with community (indigenous) values. The dismal effects resulting from the longstanding practices relating to dispossession of land, livelihood, culture and identity are easily recognizable in many “Aboriginal” communities. The case is no different in NCN. The consequences of colonialism are all around us.

Many adverse effects have resulted from hydro activity adjacent to and affecting NCN and cannot be denied. Generations following hydro “development” are deprived of the opportunities and activities associated with the land. As Indigenous peoples, being on and using the land is critical to fostering a sense of belonging, culture, identity and dignity. Industry’s activities have affected many elements of the cultural landscape in the north. This is not to say that hydro activity is solely responsible, but it has to a large degree directly altered the face of and access to the land and water. The construction of the many facilities required for the production of electricity has made access hazardous; the land is marred, falling almost predictably into the water, spoiling the fishing and affecting the trapping.



NCN is a community struggling to cope with a colonial past and it is important to note that NCN has felt the impacts of various projects of colonization, for example through the fur trade era, the assimilationist agendas of missionaries and government, and through the imposition of Indian Act. While it the position here that the processes involving the production of hydroelectricity reflects deeply rooted colonizing and domineering process, it should be noted that the hydro industry is not exclusively responsible for condition that NCN finds itself as a colonized community. However, the impacts of both the historic and recent events and influences involving the industry's presence in NCN (and the region in general) cannot be underestimated since the more recent colonial developments undermine its autonomy and location. The pre-Hydro colonizing effects in hydro affected communities, such as NCN, are only compounded by its brushes with industry and its activities.

### **“Myth-Making” and an “Alternative Story”**

*“Just as none of us is outside or beyond geography, none of us is completely free of from the struggle over geography. That struggle is complex and interesting because it is not only about soldiers and cannons but also about ideas, about forms, about images and imagining” (Said, 1993, 7).*

Said calls attention to the variety of struggles and practices over geography in the preceding excerpt; he reminds us that such struggles cannot be relegated or confined to those physical coercions involving “soldiers and cannons.” The struggle over geography, over land and landscapes, as pointed out by Said, also relies on the creation and diffusion of ideas, ideologies and suppositions. In other words, the power of representation, “images” and “imagining” cannot

be underestimated as they to play a critical role in a variety of struggles over geographies, even if just to pacify or justify a particular encroachment. Take for instance a contemporary and local example of the following manufactured image of a polished young lady enjoying a lush landscape. It is void of any indicators that contemporary struggles over northern geographies have occurred or continue to occur in relation to the production of hydroelectricity:



**Hydro mural at Portage Ave and St. James Street, Winnipeg.**

Located at one of the busiest intersections in Winnipeg, Manitoba, passersby traveling west on Portage Avenue have little choice but to gaze at this invasive and picturesque image of a young female of color, likely "Aboriginal", captured in the foreground of a pristine forest backdrop. With outstretched arms, she stands there, innocently, as if soliciting something of the benevolent and responsible spectators who commute past her. "Protect my Environment" reads the caption to her side. The messages within the image, whatever they may be, infers a kind of corporate

responsibility and an environmental consciousness. Hydro's girl is impossible to ignore.

The mural is painted on the side of a building several stories high stretching back the length of a small city block. Hydro's girl provokes me to contemplate industry's presence in Cree territory, including the state of affairs in the region, industry's environmental impacts and particularly, the location of many little girls in the communities. The latter reflect little likeness to the images and imaginings rendered in the canvas above. Contrary to the pristine backdrop illustrated behind Hydro's girl, the shorelines in northern Manitoba, where roughly eighty percent of the province's electricity is produced (Fisheries and Oceans Canada, 2005, 5), are continually vanishing and waterways are contaminated. Rather than gazing upon and enjoying a quaint and breathtaking backdrop like that rendered in the mural, the hydro affected Cree live with the realities of eroded land and culture along with contaminated water caused by industry activities in their respective territories.

Hydro's girl carries multiple messages and generates various, and likely positive reactions, the mural is one example of various ways in which representation, images or imaginings promote, celebrate and perpetuate the privileged dogma that Said alludes to in the opening passage. Hydro's girl and the sentiments she rouses are functional examples of the importance of considering how ideas, images and imaginings become ideological tools in struggles over geography. With its ability to control the narrative and representations concerning the production of hydroelectricity in this province, Manitoba Hydro is able to positively champion its position while simultaneously denying its impact on the environment and minimizing

or outright ignoring the experiences of Indigenous communities affected by its activities. There are no guns or cannons indicative of a struggle, the mural itself becomes a tool in the struggle over geography.

Those in the South are presented with images and imaginings that misrepresenting industry's impacts on land and people and are oblivious to the human and environmental casualties in the production of hydroelectricity. Joyce Green (1995) calls acts such as this "myth-making," which is the creation and dissemination of popular "H"istorical narratives (86-87). Hydro's girl and a simple stroll through Hydro's museum presents myth-making in action. Green writes that "H"istorical moments are the ones which are celebrated and accepted for the most part as the 'official' version (Ibid). While Green is discussing "myth-making" in terms of Canada's larger [H]istorical past, where certain moments are celebrated while others ignored, her statement is apt for describing the effects of a similar process involving the hydro narrative; here too, certain moments are celebrated and others are ignored with the official version rarely documenting the real story. Manitobans are fed manufactured and subjective versions of the hydroelectric industry's past and future.

Omitted or largely absent from industry's Historical narrative (the "official" narrative) are the accounts, perspectives or experiences of Indigenous peoples. Green reminds us that, "'conventional' history (history which underpins our social and political conventions) has distorted our collective consciousness, overstating certain contributions, while making others invisible" (87). In much the same manner, industry's conventional history has distorted the provincial consciousness while simultaneously, on the most part, erasing the experiences of the Cree in its narrative.

This endeavor counters that tradition and is intended to document and illuminate an alternative story: to “write back.”

This work may not be perceived as objective or balanced because it is an alternative to the dominant hydro narrative, resulting in dialogue that may directly confront the story and depictions told by the colonizers. Inclusion of Indigenous voices within the academy, and indeed in the mainstream, is critical to the struggles around decolonization. In a straightforward uncomplicated explanation, decolonization can be conceived of as the varied acts, responses, reactions and proactive steps against the various projects of colonization. These responses may be intellectual or physical in nature. Smith writes that “decolonization is a process which engages with imperialism and colonialism at multiple levels, [one of which] is concerned with having a more critical understanding of the underlying assumptions, motivations and values” (2002, 20).

Indigenous communities affected by the hydro industry must have their stories recorded and not simply meshed into prefabricated representations that deny the reality of “development” in these communities. Once the many layers involving the production of hydroelectricity are exposed, the continuum of a longstanding colonial agenda becomes evident and the story is no longer confined to the telling of how the dam structures themselves came to be, the layers of bureaucratic and social injustices come to the surface.

Smith reminds us of the significance in the writing and telling of the colonized experience: “[t]he past, our stories local and global, the present, our communities, cultures, languages, and social practices- all may be spaces of

marginalization, but they have also become spaces of resistance and hope” (2002, 4). As an academic exercise these pages become a space of resistance but also contain the hope cited by Smith. Alternative narratives are valuable for everyone and are especially important for Indigenous peoples who find themselves dealing with recurring patterns of oppression.

### **A Preliminary Sketch**

In producing the necessary historical chronology of the hydro industry in northern Manitoba, this work relies to a large degree on published data produced by the hydro industry. The perspectives used in establishing the chronology that appears in these pages are those expressed in available literature and those that have been stated on the public record. Manitoba Hydro sources have been consulted to construct the historical background essential for gaining an understanding of the hydro network in the north. Locating the historical circumstances behind the northern network becomes critical to understanding and appreciating the subsequent discussion regarding contemporary hydro issues in the north.

While the contextual framework established in Part One relies heavily on industry sources to create a working understanding of the northern hydro system, and in recognition of the limitations in relying solely on these sources in the analysis that follows, other observations and personal experiences are utilized to supplement data found or conversely absent in the “official” literature. In the analysis, I incorporate reflections and ideas that have been directly informed by personal participation related research situations and activities. I did not merely limit myself and my

analysis to textual based data, I also incorporate various and valuable reflections stemming from encounters and observations I have experienced throughout my hydro journey.

Part One provides the introductory précis for gaining a working understanding of the hydro machine in Cree territory. This preparatory chapter serves as a contextualizing tool and is largely void of critical analysis. Analysis unfolds in later dialogue as the discussion eventually focuses on the current activities related to the Wuskwatim project. A brief theoretical examination relating to the notions of development and colonialism is considered in Part Two. The discussion in this segment is concise but draws out several criticisms associated with the discourse and practices relating to development; several characteristics of the colonizing process are also outlined.

The focus of this work eventually concentrates on the Wuskwatim project and the Wuskwatim Project Development (PDA) in particular. Three areas of concern are considered in Part Three. The first involves consideration of the processes used to secure the Wuskwatim project, drawing out the examples of a familiar colonial agenda aimed at the usurping of land and rights. A central contention in this work is that the hydro industry, its history and its contemporary practices are infused and guided by oppressive habits innately colonial in nature. In short, the process involving the production of hydroelectricity embodies characteristics of colonialism. Waldram (1988) observed nearly twenty years ago that the processes associated with the hydro saga represented “a continuity with the [colonizing] past” (4) meaning that the historic and hegemonic relationship between colonial agents and Indigenous peoples

has remained intact. While Waldram's observation may be decades old, his position unfortunately remains applicable to the same industry in its latest round of activities.

The hegemonic relationship referenced above is concisely accentuated in the following passage which underscores the imbalanced and domineering relationships involving various colonial authorities and Indigenous peoples. The passage also points out the assumptions directing movements aimed at securing the "resources"<sup>5</sup> that are held by Indigenous peoples, these "resources" continue to be desired by various colonial authorities, which may have the effect of creating various contemporary tensions. Blasier *et al* write that:

"...[U]nder the 'custody of the nation-states, Indigenous lands and resources, and even their children have been susceptible to seizure either in the name of the greater good, for an abstract 'all', or for their own presumed benefit. These actions assume the colonizers' conceptions of the correct relationships that must prevail among humans, as individuals and groups, and between human and non-human entities, or what is roughly called 'nature'" (Blaser, Feit & McRae, 2004, 3).

The crux of colonization is highlighted in this excerpt. In the interactions and interface involving the colonizer and the colonized, the relationship is guided by domineering ideologies and practices determined exclusively by the colonizer. The same totalitarian relationship and the practices are evident in the hydro saga and are discussed in Part Three.

The final areas of concern examined in Part Three relate to the respective cultural and political (legal) location of NCN as an Indigenous community and

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<sup>5</sup> In this work, I have deliberately refrained from characterizing the land and water, along with their various physical elements, as "resources." Referring to the land and water in such a manner moves toward an ideology, giving way to practice, relegating or reducing the land, water and vegetation to mere commodities; Indigenous teachings regard the land as much more. Further discussion on this matter will follow in Part Four.



“Aboriginal” dam owners simultaneously. The official participation of NCN in the Wuskwatim endeavor is through the establishment of its independent corporation Tuskinigap Power Corporation (TPC) which has been created and designated for the express purpose of engaging in the Wuskwatim Project on behalf of NCN (Nisichawayasihk Cree Nation and Manitoba Hydro, 2006, 5).

Consideration of the cultural implications resulting from the Wuskwatim project is informed by a concern as to whether NCN, in becoming dam builders as Indigenous peoples simultaneously, becomes an accessory to the environmental degradation caused by its participation in dam building. Finally, and related to this issue, is whether there could be potential political and legal implications for NCN as Treaty peoples with “Aboriginal” rights. This issue is informed by the concern as to whether NCN effectively negates or compromise itself as a Treaty community by building dams that destroy the basis of its rights: the land. There appears to be a real and potential threat to the legal (and political) position of NCN as a Treaty signatory through Article 26.7 in the Project Development Agreement and is discussed in Part Four. There are numerous other causes for concern regarding the latest activities involving the Wuskwatim deal, but due to various constraints, only the three aforementioned issues can be discussed in these pages.

Observing, surveying, recording and processing the volumes of data and experiences related to the subject matter in my course of study has made it difficult to focus the material to the three issues that have been drawn out in this work as the large hydro issue warrants analyses at various levels. This work, the subject matter and the views contained in these pages are very much in their infancy and will likely

evolve. Various situations and circumstances have (already) changed since I began working on this issue, and they will continue to evolve meaning that deals and dealings between Manitoba Hydro, governments, and Indigenous communities will continue. The nature of the relationships and interactions between governments, industry and the Indigenous communities will transform long after this work finds its place among the rows in Dafoe Library; the point is that situations is not static.

## Part One: Industry Activity in Cree Territory

The following is a brief overview of the hydroelectric system in the territory of *Nethowe-Ithinewuk*, the Cree speaking peoples in northern Manitoba. It includes a detailed description of the "Churchill-River Diversion" (CRD) and the "Lake Winnipeg Regulation" (LWR) projects respectively, and though it appears independent of the CRD and the LWR projects in industry literature the Grand Rapids Generating Station is succinctly highlighted in sequence. The latter station performs an integral role within the overall hydro network in northern Manitoba therefore making it logical and all the more important to locate the station within the overall hydro network and emphasize its function.

In addition to providing an outline of the existing hydro system in the north, a concise review is undertaken relating to the most recent activities relating to compensation settlements between governments, industry and the hydro affected Cree communities. The compensation agreements that are considered consist of Northern Flood Agreement (NFA), signed in 1977, together with its successive Implementation Agreements, signed between 1992 and 1997 by four of the five original NFA communities. Due to lengthy and technical nature of these compensation documents, discussion pertaining to the technical substance of these documents is limited and emphasis is instead given to the general aims of the agreements. By the end of the chapter, the Wuskwatim project becomes the focus. The Wuskwatim project is a joint undertaking between Manitoba Hydro and Nisichawayasihk Cree Nation to erect the newest dam in the north, the Wuskwatim Generating Station, which will purportedly

have the capacity of generating 200 megawatts hydroelectric energy. The Station and related infrastructure will be constructed in NCN's "Resource Management Area".

Because the Wuskwatim project and several major concerns involving the deal and business arrangement contained in the mammoth Project Development Agreement (PDA) form a considerable portion of subsequent discussion in this paper, a concise description of the project and the PDA, in general terms, is warranted. The Project Development Agreement is the official and legally binding contract or business arrangement between NCN and Manitoba Hydro in relation to the Wuskwatim project. The agreement is the equivalent of two business listings telephone books, amounting to more than 1300 pages of technical and legal jargon administrating various aspects of the Wuskwatim project from the construction processes to the financial arrangements to the powers of the partners. The examination of the Project Development Agreement is limited to a theoretical nature. Both the process used to secure the deal and the general aims of actions to date, the function of various agreements as part of the overall Wuskwatim strategy, provides a quick glimpse as to how government and industry are successfully securing the right to construct additional generating stations in Cree territory.

The information presented in this chapter merely serves to convey a working understanding of the hydro system in the north; little to no critical analysis appears here as this will unfold in later chapters. Only contextual information for gaining an understanding of the hydro machine is presented, conveying the necessary background for understanding the contemporary situation affecting NCN. Outlining

this information in this manner allows the reader to follow the course of events that lead to the Wuskwatim Partnership.

A later examination of the processes used and create to secure the existing network reveals that the utility and governments exercise an increased degree of authority in a territory where many Indigenous communities possess sovereignty. Cloaked under the rhetoric of progress, betterment and rise to modernity, several Cree communities are inadvertently finding themselves positions where they are seconded to the development logic and agenda of the hydro industry. In potential endeavor such as Wuskwatim, which is likely the model that will be implemented in successive deals, the same communities that continue to feel the effects of the Churchill River Diversion are propositioned to participate in the dam industry that has devastated them in the past.

A brief editorial note, there may appear to be some inconsistencies in dates and statistical information pertaining stations, sites, construction schedules and other supplementary data throughout this chapter, but this reflects inconsistencies in the source materials themselves. Various maps and other data, including industry's own published data, convey statistics and data which are inconsistent at times making it difficult to relay the information in an exact manner. While some specific details including dates, number of stations and other such specific information may be not be consistent in various sources, the overall historical chronology concerning industry activity is accurate and forms the basis of this contextual framework.

## Hydroelectricity in Manitoba

The hydro industry in Manitoba is a lucrative enterprise and eager for expansion. With an existing capacity of approximately 5000 megawatts of commercial hydroelectric energy, and approximately 5000 megawatts of pending electrical "potential" (Manitoba Hydro, 1999, Back cover), the production and sale of hydroelectric energy has proved to be an advantageous venture for the Province of Manitoba and Manitoba Hydro.

Manitoba Hydro is the public, or Crown Corporation, responsible for the company of the same name and is the sole producer and supplier of hydroelectric energy in the province of Manitoba. According to industry literature, Manitoba Hydro is "a commercial organization in its own right, a publicly-owned utility that is responsible to the provincial government but operated as a separate company" (Manitoba Hydro *b*, n.d.). In other words, the company belongs to Manitoba but is operated independently. The hydroelectric industry in Manitoba falls under the responsibility of the Province through an "Act of Legislature" and is managed by Manitoba Hydro, who oversees and operates the "day to day" operations (Ibid). In theory, the utility is co-owned by Manitoban citizens who are at the same time the primary consumers of the electricity it produces.

The hydrological potential in the northern [Cree] waterways was recognized in the "early 1900's" (Manitoba Hydro, 1991, 3) and in an effort to realize the hydrological potential that was "discovered," Manitoba Hydro constructed a series of hydroelectric generating stations along with supporting and interdependent structures throughout the 1960's through to the 1990's in the region. Much of the construction

activity was undertaken along main rivers in the region including the Churchill, Burntwood, and Nelson River corridors, affecting in addition, Cross Lake, Sipewisk Lake and Lake Winnipeg. The respective transmission projects also affected large tracks of land.

Industry literature reveals that, “[o]ver a period of approximately 80 years, a total of 14 generating stations have been built on the Winnipeg, Saskatchewan, Nelson, and Laurie rivers, responsible for generating 98 percent of the electrical energy in the province” (Manitoba Hydro, 2005, Front insert). A federal report reveals that nearly 80% of Hydro’s “generation capability” comes from the stations located along the Nelson River (Fisheries and Oceans Canada, 2005, 5). The utility boasts approximately 506,000 “electric energy” customers in the province and exports electricity to “over 50 electric utilities and marketers in the mid-western U.S., Alberta, Saskatchewan and Ontario” (Manitoba Hydro, 2005, 2). A consumer base such as this, coupled with the fact that electric industry in Manitoba is a monopoly, means that the hydroelectric sector generates healthy revenue from its hydroelectric enterprise in the north. In fact, financial reports from the 2005-2006 fiscal year reveal that the utility generated a “\$420 million profit in the electricity sector” in that year alone (Manitoba Hydro, 2006, 51). Clearly, the hydro industry amounts to big business for Manitoba.

Admittedly, the engineering prowess required to create such an efficient and profitable network is remarkable if one merely restricts consideration to the engineering aspects related to the creation of the system. Assessment of hydro activity in the north cannot focus exclusively on the construction or engineering

aspects; it must also take into account the political or bureaucratic processes used to deal with various legal issues and obligations that arise from industry's activity. The impact of industry activity on land and the Cree continues to be great.

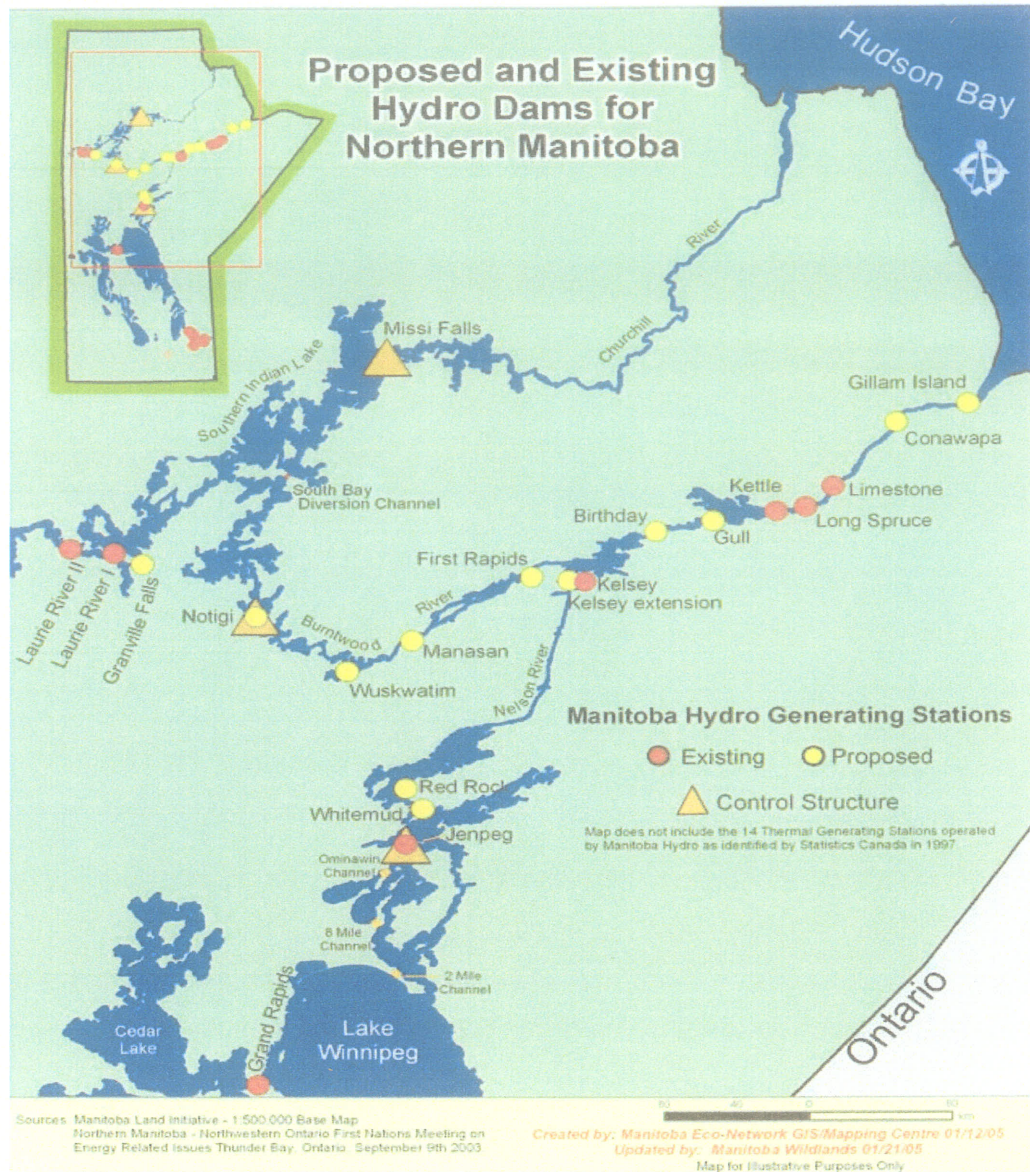
### **Hydro's Electricity Machine**

The hydro system in northern Manitoba can be thought of in terms of a network consisting of several man-made channels manipulating and rerouting natural water flows; interconnected generating facilities or dams, which produce electricity and/or simultaneously control water flows; and finally, the transmission lines which transport or deliver the electricity that is produced within the network. "Converter stations" are also an element of the system and transfer electrical currents from "AC" to "DC" and back to "AC" for efficient and economical transport, but are not considered in this work (Manitoba Hydro, 1985, 3).

The following illustration provides a concise view of hydro activity in the territory of *Nethowe-Ithinewuk*, Cree speaking peoples. It captures both the existing and prospective hydro activity in the north and is valuable in that it illustrates the invasive hydro presence in the region. It also illustrates industry's aim to capitalize on the infrastructure that has already been established in the region.



**Figure 1: Existing and Proposed Sites in northern Manitoba**



Source: Manitoba Wildlands, 2005.

Various structures required in the production of hydroelectricity are depicted above including numerous generating stations and include the various diversions channels and control structures<sup>6</sup> along with the twelve proposed or potential sites. The result is

<sup>6</sup> The primary function of the control structures are that they are the mechanisms that regulate the amount of water passing through the dams, though some control structures simultaneously produce energy.

an overwhelming industry presence in the north. Industry's activities and presence in the region has not been without its consequences.

Conceivably, there are two waves of development in the region, though they are neither rigid timelines nor are they classified as such in industry literature. The term "waves" is for heuristic purposes only. The first wave of activity under consideration began with the construction of the Grand Rapids Generating Station in the early 1960's and lasted into the 1990's with the completion of the Limestone Generating Station, a construction schedule that lasted nearly thirty years.

The first wave of activity can be thought of as the era that established the necessary foundation or infrastructure required to create the intricate hydro network that currently operates in the north. Engineering prowess enabled the utility to feed the larger generating stations which would be built along the Nelson River by creating increased and steady water flows into the Nelson where larger commercial dams are located. Early in this era of activity, the utility gained the capacity to transport the hydroelectric energy generated in the north to its southern consumers in a more cost efficient manner. In fact, industry literature states that "[i]t wasn't until the 1960's...that it became feasible to pursue the development of the Nelson [River]. That was when the technology became available for the long-distance transmission of high-voltage direct current (HVDC) electricity" (Manitoba Hydro *f*, 1).

The second wave of industry activity is classified as those activities which are upon the north at the time of this writing. This newest wave commences with the Wuskwatim project since many critical bureaucratic processes, such as community referendums authorizing collective community support in prospective hydro ventures

and the granting of various licenses, has been undertaken. This latter wave of hydro activity can be conceived of as the tool which will allow the hydro industry to capitalize on the system which was established decades before.

### **Hydro's First Wave in Northern Manitoba**

Although the Kelsey Generating Station was built in 1960, the first along the Nelson River system, it was done so under the auspices of the Manitoba Hydro-Electric Board, the predecessor of Manitoba Hydro (Manitoba Hydro *a*, 29). The Kelsey Generating Station will appear in diagrams/figures with dates suggesting that it was the first in the system that is being considered here, which may be the case; however for organizational purposes, the Grand Rapids dam will be treated as the first project in the initial wave of industry activity since it was the first to be constructed in northern Manitoba under the auspices of Manitoba Hydro. It is also important to note that the Laurie River Generating Stations may appear on illustrations or industry or government data which may be used intermittently throughout the body of this work suggesting that these stations are an element of the system that is under consideration, but since these stations were acquired by Manitoba Hydro in 1970 (Manitoba Hydro n.d. *a*, 34) and are contained in another waterway not under consideration at this time, the Laurie River Stations do not form part of the review.

The Grand Rapids station, the first of Manitoba Hydro's major projects in the north, "is... the controlling station for the entire provincial power system. The units operate on load frequency control— meaning they respond to every change in the demand for electricity to keep the frequency constant on the system" (Manitoba

Hydro n.d. e, 1). In other words, the Grand Rapids station performs the critical function of maintaining electrical equilibrium for the entire system. After successful completion of the Grand Rapids Station in the mid-1960's, electrical sights were set northward where "the principal interest lay in the tremendous potential of the Nelson River's water system further north" (Manitoba Hydro n.d. b, 1). In a step toward realizing the "principal interest" in the Nelson, in February 1966 "the provincial and federal governments jointly entered into an arrangement...to jointly undertake the development of hydroelectric potential of the Nelson River" (Manitoba Hydro n.d. a, 32). The joint intergovernmental agreement allowed Manitoba Hydro to initiate its vision to "harness" the water's potential. As a result, several projects were simultaneously undertaken in Cree territory that lasted into the early 1990's.

Industry literature reveals that "it was Kettle Generating Station...that was the start of major plans to harness the Nelson [River] for the province's growing electrical needs" (Manitoba Hydro n.d. c, 1). Construction of the Kettle station began in 1966 and the decision to build the station "was based on an initial plan to harness the abundant hydroelectric potential of the Nelson River" (Ibid. d, 1). Industry literature also reveals that Kettle Station was to be the first in a construction plan in the region, and that:

"The initial plan also included a serious commitment to three other major construction projects: the high voltage direct current (HDVC) transmission line project, which was completed to the point of initial service in 1973; the Churchill River Diversion Project what has been in operation since 1977; and the Lake Winnipeg Regulation project, which has was completed with the construction of the Jenpeg Generating Station in 1979" (Manitoba Hydro n.d. d, 1).

The plan to develop the northern waterways was implemented and the various interdependent components of the Churchill River Diversion Project, the Lake Winnipeg Regulation Project and the transmission projects were undertaken.

Several components work collectively to achieve the existing system, which is classified here as the complete system that produces the hydroelectric energy in northern Manitoba. A practical description of the existing system is borrowed from NCN's 1996 Implementation Agreement. The Laurie River Stations and the Kelsey Station, which do not form part of the review, are described but are not discussed as part of the overall review in this chapter. Article 1.11 of *The Agreement between Nelson House First Nation, Canada, Manitoba, Manitoba Hydro* (1995) summarizes and defines the various components of "[e]xisting [d]evelopment" in the northern hydro network as:

"all those physical works related to the development of the Churchill, Nelson, Rat and Burntwood River systems and the development of the Lake Winnipeg Regulation System north of the 53<sup>rd</sup> parallel, to the extent that such works have been physically developed and constructed by or on behalf of **Hydro** [sic]...and includes all dams, dikes, channels, control structures, excavations, generating stations, roads, transmission lines and other works forming part of, or related to, all aspects of such hydroelectric development including[:] Lake Winnipeg Regulation, Churchill River Diversion, including without limitation the Notigi and Missi control structures, Grand Rapids Generating Station, Laurie River Generating Station, Kelsey River Generating Station, Kettle Generating Station, Long Spruce Generating Station, Limestone Generating Station and the access roads and other physical construction with respect to the proposed Conawapa Generating Station (6-7).

To help chart or locate the various generating stations, the course of construction for the northern generating stations, as well as various related structures, is as follows. It

should be noted that the transmission lines and schedule of related infrastructure is not accounted for here:

**Table 1: Hydro's Generating Stations: Schedule of Construction**  
(Compiled using data from Manitoba Hydro, 2005, 1998, 1994, 1991).

<b>SITES:</b>	<b>Construction Began*:</b>	<b>Construction Completed*:</b>	<b>Megawatt Capability** (where applicable):</b>
Grand Rapids GS	1961	1968	479 MW
Kettle GS	Spring 1966	1973	1220 MW
Lake Winnipeg Regulation (LWR)	1970	1979	131 MW (Jenpeg GS)
Churchill River Diversion (CRD)	1972/1973***	1976	120 (Notogi GS)
Jenpeg GS (part of LWR)	1972	1979	131 MW
Long Spruce GS	1973	1979	1010 MW
Limestone GS	1986 (?)	1990	1340 MW

\* Approximate dates—dates not consistent in industry literature

\*\* Numbers taken from most recent data available (Manitoba Hydro, 2005, Inside cover)

\*\*\*Licenses issued in 1972 and Contracts "awarded" in 1973 (Manitoba Hydro, 1994).

The Churchill River Diversion project and the Lake Winnipeg Regulation projects respectively were carried out in during initial wave of hydro activity in the north. Because these systems are complex mini-systems within the overall hydro network and since these projects have resulted in a legal treaty-like contract, the Northern Flood Agreement, a brief description of each system is valuable. Providing a description of these projects also helps locate the affected Cree communities in the larger project region.

## **The Churchill River Diversion Project**

The Churchill River Diversion and the Lake Winnipeg Regulation respectively were massive engineering projects that altered and in some cases reversed the natural flow of rivers, affecting large tracks of land, so that the full potential\* of northern water flows could be harnessed\*. With the case of the Churchill River Diversion project, an “economic advantage” was to be gained by diverting water from the Churchill River to the Lower Nelson River through the Rat-Burntwood River system (Manitoba Hydro n.d. *d*, 1).

The Churchill River Diversion (CRD) entailed the re-routing of water through the creation of several manmade channels. Water was diverted from the Churchill River through the Rat River, into the Burntwood River and then finally into the Nelson River. In manipulating water flows in this manner, Manitoba Hydro ensured that it would have an increased [and stable] water flow for the larger hydro generating stations located on the upper Nelson River (Manitoba Hydro n.d. *d*, 3).

A useful and concise description of the Churchill River Diversion, borrowed from industry literature, reveals three main mechanisms work in sync to achieve the diversion:

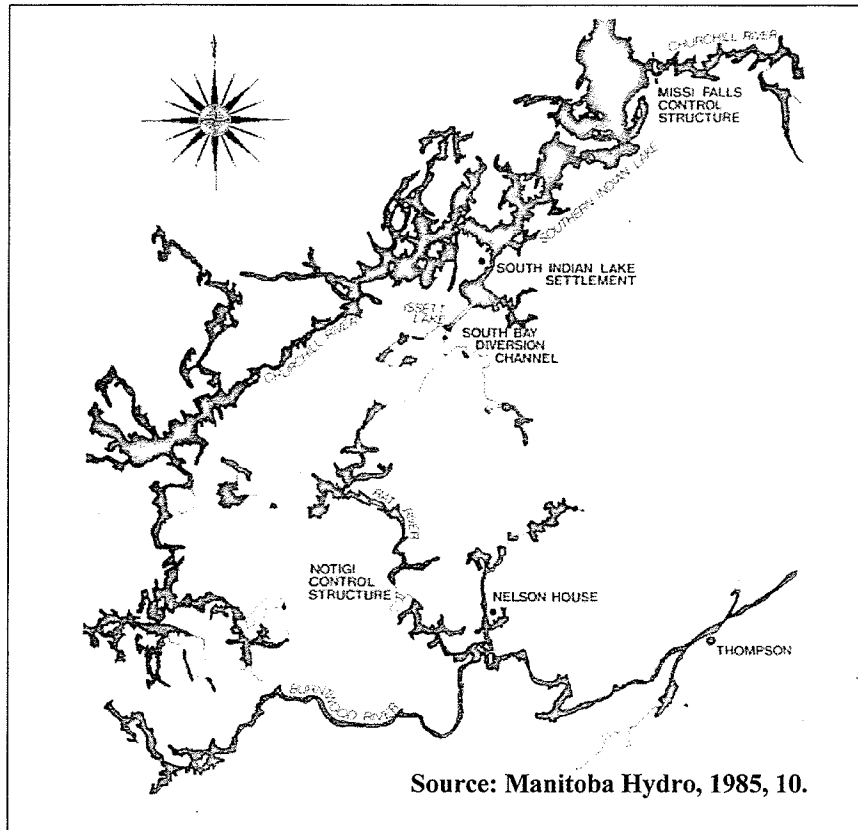
“A control dam at Missi Falls, which is the natural outlet of Southern Indian Lake, regulates the outflow [causing the three metre backup on South Indian Lake;] [a]n excavated channel from South Indian Lake to Issette Lake [which] allows the Churchill River water to flow into the Rat, Burntwood and Nelson Rivers [; and] [a] control dam at Notogi on the Rat River [which] regulates the amount of water being diverted” (Manitoba Hydro n.d. *d*, 3).

The following illustration outlines the Churchill River Diversion project:

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\* Terms appear frequently in various forms in industry literature

**Figure 2: Churchill River Diversion Project**



The CRD project illustrated above resulted in considerable change to the lands and waters along the affected water corridors. In addition to the creating new drainage systems (manmade corridors that allowed for the passage of more water), a further consequence of the CRD project was the flooding of South Indian Lake. Rerouting the water not only reversed the natural flow of water from north to south, it also meant that “over 1,500 square kilometers of boreal forest was flooded” (Waldram, 1988, 119). The lake was raised by three metres (Manitoba Hydro *d*, n.d., 3). A direct outcome was the forced relocation of numerous South Indian Lake residents<sup>7</sup>.

<sup>7</sup> The effects of this flooding as well as the reaction by the community are well documented in Waldram’s (1988) work. For further insight on the impacts to the community of South Indian Lake see Waldram.



The ecological consequences resulting from the CRD are not confined to the era or region it was created. The ongoing fluctuation of water levels, caused through the operation of the CRD, continues to wreak havoc along the banks and shorelines of the hydro system. Numerous social, cultural and spiritual impacts from the CRD linger in the Cree communities that have been directly impacted by industry activity, impacts which will be succinctly underscored in subsequent dialogue.

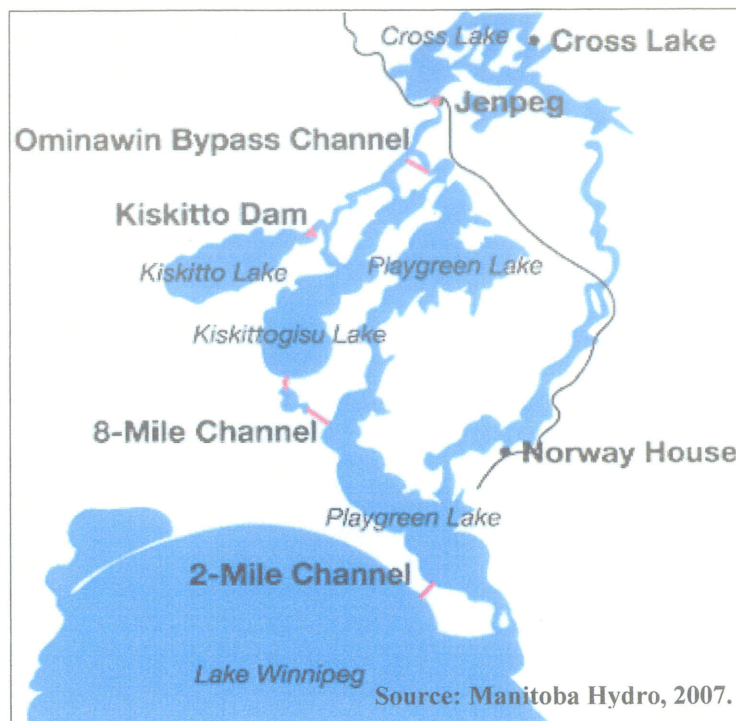
### **The Lake Winnipeg Regulation Project**

Much like the Churchill River project, the Lake Winnipeg Regulation (LWR) project performs as part of an overall effort to maximize the water flow for hydroelectric production along the Nelson River. Hydro literature states that the LWR was “built to alter the annual flow pattern to more closely match the province’s energy use pattern” (1985, 11). Again, similarly to the CRD project, the water regime was altered so that the flow of water from Lake Winnipeg could be held back and used when required. Industry reports that “plans for developing the hydroelectric potential of the Nelson River were based on the idea of using Lake Winnipeg as a natural reservoir” (1993); this plan ensured that “adequate minimum flows could be guaranteed for the utility’s generating stations along the Nelson” (Ibid.).

Together three components comprise the LWR scheme: three channels built “to substantially increase the winter outflow” of Lake Winnipeg; the Jenpeg site (“control” and generating facility) constructed as a both structure for regulating flows from Lake Winnipeg to reflect and meet the higher electricity demands in the winter;

and a dam built at the outlet of Kiskitto Lake to prevent any water backups on that lake (Manitoba Hydro, 1993). The following is an illustration of the LWR system:

**Figure 3: Lake Winnipeg Regulation Project**



The Jenpeg Generating Station located within the LWR serves a dual purpose holding back the water in Lake Winnipeg while simultaneously generating approximately 131 Megawatts of hydroelectric energy (Manitoba Hydro, inside cover, 2005). Just as the CRD project is essential to the complete hydrological machine in the north, so too is the LWR project.

Together, the CRD and LWR projects created and ensured a steady water flow into the Nelson River working collectively to increase water flows for the generating stations along the Nelson. A recent provincial environmental report (2004) pointed out *the* integral function of both the CRD and LWR to the northern network stating

that the larger generating “stations’ [located on the Nelson River] ability to provide maximum power when demanded is the highest is dependent upon the Churchill River (CRD) and the Lake Winnipeg Regulation (LWR)...” (Clean Environment Commission, 7).

During and even before the construction of the CRD and LWR projects, with various and simultaneous construction and disruptions occurring, Manitoba Hydro and governments neglected to consider the impacts of its activity on the several Cree communities who lived in the vicinity of the projects. Licenses were granted, various agreements were made and bulldozers rolling, all without the consent or participation of those most directly affected: the Cree. The Cree would eventually confront industry and governments, compelling action and redress. The result was a compensation mechanism .

### **“Compensation”**

In examining the engineering “feats” that have been achieved in relation to the production of hydroelectricity in the north, one might not immediately consider the peoples or communities who are directly affected by industry’s activity. Lands were gouged and flooded, impacting large tracks of land. Entire Cree communities, whose cultural, social and economic basis revolved around the very land and water that was being taken up for Hydro’s vision, continue to feel the impacts of industry activity in the region. The disruption caused by developers and governments resulted in various compensation settlements, with the first and most potent being the Northern Flood Agreement of 1977. Successive agreements were also made.

In response to the negligent and despotic actions of Manitoba Hydro and governmental entities, the affected communities of Nelson House, Norway House, Cross Lake, Split Lake and York Factory collectively formed the Northern Flood Committee (NFC) in April 1974<sup>8</sup>. The NFC acted on behalf of and voiced the concerns of the Cree and the group would launch legal action and later engaged in negotiations with the developers and governments all the while challenging the encroaching and invasive activity in their territories. It was only after the Cree collectively threatened to impede the projects, in taking collective legal action for example, that the government and industry took notice.

With the formation of the Northern Flood Committee (NFC), the Cree as represented by the NFC, created a mechanism which ensured that their concerns considered and taken seriously. A legal fracas ensued over the CRD/LWR projects with a major issue developing over the flooding of "Indian" lands and whether Manitoba had the right to flood such lands (the projects were contingent on this matter). In response to this issue, the provincial government insisted that they had acquired the right to flood under a intergovernmental agreement endorsed in 1966 between the Federal and Provincial governments. The NFC however, insisted that "any flooding of Indian lands was a violation of Treaty Five" (Waldram, 1988, 152-153). Incidentally, the NFC had acquired Federal financial support for its legal battle with Manitoba Hydro. The provincial government was clearly unimpressed with the Federal government financial support to NFC and resulted in tension between the two

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<sup>8</sup> For further reading on the Northern Flood Committee and its actions see James Waldram, 1988, 147-154.

levels of government (Ibid). The point is that matters relating to the projects were complex and required attention at various levels.

Rather than engaging in issues over jurisdictional matters, including whether the utility and province had the right to construct the projects, Manitoba assumed the position that project would proceed and that negotiations would focus *only* on matters related to compensation (Emphasis mine, Waldram, 153). This is to say that the only issue the Province was willing to entertain was related to matters concerning compensation.

The product of the collective and staunch resistance of the Northern Flood Committee was the Northern Flood Agreement (NFA), a modern treaty-like covenant. The parties to NFA included the governments of Manitoba and Canada, together with Manitoba Hydro and the five affected Cree communities, as represented by the Northern Flood Committee. Though the Northern Flood Agreement was signed after construction of the projects were near completion, it at least guaranteed compensation and mitigation related to flooding and the disruption to livelihood for those most affected by industry activities. The fact the document was drafted was also a symbolic and practical recognition that the governments and industry were encroaching on Cree lands, and disrupting a way of life— an act that required mitigation and reparation.

### **The Northern Flood Agreement**

Prior to the first wave of hydroelectric “development”, *Ithinewuk*, Cree peoples, in northern Manitoba remained to a large degree, semi-remote communities

and very much engaged in a subsistence based way of life moving seasonally between “camps” trapping or fishing to support themselves and supplement their livelihood. This meant that *Ithinewuk* adjacent to or in the path of the Churchill River Diversion and Lake Winnipeg Regulation projects utilized lands and waters that were required and taken up for the production of hydroelectricity.

As a result of determined resistance on part of the Cree through the NFC, the two levels of government together with Manitoba Hydro were forced to take their concerns into account and the Northern Flood Agreement (NFA) took form. Signed on December 16, 1977, the “after the fact” Northern Flood Agreement became the legal and binding covenant which ensured that issues related to flooding and disruption to Cree livelihood would be addressed.

The NFA could be conceived of as the permit which allowed(s) industry and governments operate the hydro network in the north. This feature is described by the Manitoba Aboriginal Rights Coalition, confirming that: “[t]he First Nation signatories granted Canada, Manitoba, and Manitoba Hydro the after-the-fact right to flood reserve lands (Article 3.5-3.13) and thus the right to produce electricity by means of the project” (2005, 16).

The preamble to NFA (1977) holds the grounds for the agreement:

- “B. As a result of the Project, the water regime of certain waters, rivers lakes and streams has been, or will be modified;
- C. As a result of the modification of the water regime, adverse effects have occurred, and may continue to occur, on the lands, pursuits, activities and lifestyles of the residents, individually and collectively, of the Reserves of Cross Lake, Nelson House, Norway House and York Landing F. Canada and Manitoba acknowledge the need to set forth principles on which compensation will be based in respect of those matters set forth in this Agreement [sic]” (Northern Flood Agreement, 1-2).

In total, the NFA contains 25 Articles and eight schedules, "A" to "H."

The Northern Flood Agreement consists of several measures and processes relating to mitigation and compensation for the adverse effects related to Hydro's activity on Cree lands. The Manitoba Aboriginal Rights Coalition summarizes the NFA provisions in this way:

Specific NFA commitments include (applicable NFA article in parentheses):

- new reserve land in exchange for affected lands (3.1-3.4)
  - compensation for damaged property such as docks, fish nets, boats etc.
  - free and normal navigation on all waterways (5)
  - minimization of damages (10. 20)
  - employment, training and job creation (12.3, 15.7, 18.5, 21)
  - community social and economic development (16, Schedule E)
  - maximum opportunity to pursue the traditional lifestyle (16.2), including priority to wildlife resources within traditional resource use areas (15.1)
  - compensation for death or injury resulting from the effects of the Project (11)
  - protection of culturally significant sites such as burial grounds (7)
- Let Justice Flow, 2001, 16.*

A substantive clause of the NFA is Schedule "E," which guarantees that the parties would work collectively toward the "eradication of mass poverty and unemployment and the improvement of the physical, social and economic conditions and transportation" (NFA, 1977, Schedule "E," 1). Schedule "E" would prove to be one of many cumbersome assurances made by the Crown parties and appears as though the Crown signatories viewed the promises or original guarantees made under the

NFA as too elusive to realize. This seems to be the justification and impetus for subsequent Implementation agreements to the NFA that would be signed<sup>9</sup>.

A weakness of the NFA may have been the arbitration mechanisms relating to matters of disputes. The arbitration or mediation mechanism involving disputed NFA terms meant that an external entity would have the final decision on NFA related matters (and interpretations). It also meant that mediation or remedial measures could transpire into a lengthy and drawn out process. To date, only a single signatory community to the NFA continues to insist that original NFA be honored:

Pimicikamak. Four of the five NFA communities signed subsequent deals which were intended to produce tangible and immediate results as promised under the Northern Flood Agreement<sup>10</sup>. In other words, four of the five NFC communities signed agreements to implement the original Northern Flood Agreement, indicating that the successive agreement effectively negated the NFA.

### **Comprehensive Settlement Agreements**

An added element to the hydro story in northern Manitoba, making the saga all the more complicated, involves the latest compensation agreements affecting the NFA communities of Nelson House, Norway House, Split Lake and York Landing. It appears as though the latest compensation agreements, signed between 1992 and 1997, were intended to be the means in which the original obligations made under the 1977 Northern Flood Agreement would be realized. After more than a decade of struggle to get the NFA honored and implemented, perhaps out of frustration, four of

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<sup>9</sup> See Chodkiewicz & Brown (1999) for further reading on this matter.

<sup>10</sup> See Chodkiewicz & Brown; Manitoba Aboriginal Rights Coalition, 2001, for further reading on this issue



the five original NFA signatories negotiated and signed "Implementation Agreements" with the governments of Manitoba and Canada and Manitoba Hydro. A new series of agreements were reached between the two governments, Hydro and the communities of Nelson House, Norway House, Split Lake and York Landing respectively. These newest agreements effectively negated many of the terms of the NFA, though not exclusively. The Pimicikamak Nation has refused to sign any additional implementation deals, insisting instead that the original terms of the NFA be honored<sup>11</sup>.

Since the newest compensation agreements are complex and lengthy documents, and because the Implementation Agreements are not the primary focus of this work, discussion surrounding them is brief but necessary.

The subsequent comprehensive settlement agreements were entered into to deal with "the outstanding issues and claims related to the Northern Flood Agreement" (Manitoba Hydro *d*, n.d., 53) and began with Tassaskweyak Cree Nation (Split Lake) in 1992. A former Hydro official commented that the settlement agreements were intended to fulfill the obligations of the NFA; it appears as the original terms were difficult to realize due of the "broad scope" of the NFA<sup>12</sup>.

The successive agreements feature releases, indemnity, and indemnification clauses, the successive Implementation Agreements which is perhaps why they have been referred to as "extinguishment" or "termination" agreements<sup>13</sup>. Another feature of the Implementation Agreements were the lump sum cash settlements and the land

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<sup>11</sup> For a concise reading on the basic objectives of the Implementation Agreement, see Manitoba Aboriginal Rights Coalition, 2001.

<sup>12</sup> See Chodkiewicz & Brown (1999), for further explanation on this position.

<sup>13</sup> Kulchyski 2005 puts forward an argument to this effect; see also Orkin in Chodkiewicz & Brown (1999).

“transfers,” which were included as compensation for damages caused by the CRD and LWR (Manitoba Hydro *a*, 53, 56-57, 61).

The Cree signatories who assented to the Implementation Agreements essentially compromised the position they assumed under the NFA. Instead of receiving the long-term intended benefits guaranteed under the NFA, the new agreements meant their Cree signatories would in effect “settle” with a one time cash and land deals. In signing the subsequent agreements with the aforementioned clauses, Nelson House, Norway House, Split Lake and York Landing effectively relieved the developers of many of the long term responsibilities contained under the Northern Flood Agreement, though not exclusively.

The timeline of the various Implementation Agreements along with the financial details related to the compensation deals are outlined in the following table. It should be noted that land transfers were negotiated as ingredients of the Implementation Agreements but are not accounted for in the table.

**Table 2: Implementation Agreements\*** (Data obtained from Manitoba Hydro n.d. *a*, 53, 56, 57, 61).

<b>NFC Band</b>	<b>Year</b>	<b>“Total Financial Compensation”*</b>
Split Lake Cree First Nation	1992	\$47.37 Million
York Factory First Nation	1995	\$24 Million
Nelson House First Nation	1996	\$62.375 Million
Norway House Cree Nation	1997	\$78.9 Million

\* Complied using Industry data; names of communities are those relayed in source; only monetary component of Agreements are disclosed, land allotments are not accounted for.

\* Manitoba Hydro, n.d *a*, 53.

One criticism of the Implementation Agreements is that governments and industry effectively implemented a divide and conquer strategy, which ultimately resulted in the collapse of the Northern Flood Committee. That is, in offering individual compensation deals, including individual cash settlements, the NFC Bands found themselves isolated. Whether or not the collapse was an intended objective is not up for contemplation here; however, the not so hidden agenda of developers contained in the Future Development clause in NCN's Implementation Agreement warrants brief consideration.

Through Article 8 of NCN's Implementation Agreement, Manitoba Hydro acquired the right and ability to explore future or prospective development in the respective territory. Because the political climate relating to the position of "Aboriginal" peoples has evolved since industry's last wave of hydro activities, coupled with recent developments in the Aboriginal rights which included a series of Supreme Court decisions affirming the nature of Aboriginal and Treaty rights, industry and governments could no longer proceed with development schemes in the manner it once did. Ignoring the rights and location of the Cree, as was the case with the CRD wave, is no longer a means by which the utility can proceed as it proposes to build more dams.

The contemporary location and rights held by the Cree in northern Manitoba forces industry to deal with them, which generates questions concerning the drive that lead to the negotiations and endorsement of the NCN Implementation Agreement . It was after all the Future Development clauses in the Implementation Agreement which allowed the utility and governments to pursue its much anticipated expansion. On this

illustrate this matter, Article 8 contained in NCN's 1996 Implementation Agreement reads:

**“8.0 FUTURE DEVELOPMENT**

**8.1 INTRODUCTION**

8.1.1 Introduction. Article 8 sets forth planning principles and processes relation to **Future Development** [sic]

**8.2 FUTURE PROJECT DEVELOPMENT**

8.2.1 No Implied Concurrence. Nothing in Article 8 shall imply concurrence with or approval by **Nelson House** or **Canada** of any **Existing Development** or **Future Development** or operation of any portion of the **Project** affecting **Nelson House**, the **Reserve**, **Members** or the **Resource Management Area** [sic].

8.2.2 Future Development. **Hydro** and **Nelson House** acknowledge that **Hydro** may, within the foreseeable future, undertake **Future Development** and initiate further preparatory and other works related to such **Future Development** [sic]...<sup>14</sup>.

The purpose in outlining Article 8 is in part to demonstrate my suggestion that governments and the utility now require the consent of the Cree (NCN) as it proposes and moves toward system expansion (and that the gestures of inclusion are not out of benevolence). The current political climate warrants electricity producers to be inclusive in its activities, which may be (arguably) one reason that Article 8 was included in the Implementation Agreement. A secondary, and perhaps unintended corollary, was that Article 8 may have effectively pacified any would be Cree resistance concerning future activities or exploration of “future development” because NCN would be active participants in that process. Consideration to this effect brings

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<sup>14</sup> Article 8 amounts to 15 pages of text within the NCN's Implementation Agreement; various sub-clauses outline and define what “Future Development” entails, the requisite “Planning Process” are also outlined. “Future Development Compensation” and “General” terms are also contained in Article 8; to view NCN's Agreement see: [http://www.hydro.mb.ca/issues/nelha/nelson\\_house\\_agmt.html](http://www.hydro.mb.ca/issues/nelha/nelson_house_agmt.html).

us to the “work plan budget” and a case could certainly be developed relating to the purpose for inclusion of Article 8.3.4 which states:

“8.3.4 Work Plan and Budget. At least annually **Hydro** shall prepare a work plan outlining the nature and scope of any work, including consultation, study or investigation which it anticipates it will undertake to meet the process obligations under Article 8.3.2 during the coming year, and **Nelson House**, in consultation with **Hydro**, shall prepare, and where appropriate revise, a budget for the reasonable costs which **Nelson House** anticipates it will incur in order to participate in the work plan. If **Hydro** approves the budget, or it is approved by the **Arbitrator**, **Hydro** agrees to pay such costs in a timely manner, provided that:

- (a) the actual invoice reflects the budget; and
- (b) the work done accords with the work outlined in the budget.

**Hydro** shall not be required under Article 8.3.4 to pay or re-imburse **Nelson House** for:

- (c) any salary, honorarium, fees, per-diems or other similar costs, except reasonable expenses necessarily incurred, for the participation or involvement of any **Members**, including **Members** who are representatives of **Nelson House**, at any meetings or in any of the processes under Article 8, except where such **Member** has been retained as a qualified expert [sic]... ” (Ibid.).

Note that in addition to granting the utility the right to pursue exploration of future development, Article 8 also contains provisions relating to “reasonable” and necessary expenditures associated with Future Development activities. The inclusion Article 8.3.4 meant that NCN was not initially required to incur costs associated with participating and in exploring prospective development opportunities; however, this provision would be effectively reversed in the Project Development Agreement<sup>15</sup>.

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<sup>15</sup> Costs incurred “ as at March 31, 2002” are absorbed as overall costs are transferred to the Limited Partnership, NCN incurs a portion the cumulative costs (debts) associated those various Wuskwatim project costs, Nisichawayasihk Cree Nation, Manitoba Hydro and Others, 2006, Volume 1, 28); this issue is discussed later in the chapter.

What was the motive behind the inclusion of Article 8? Whatever its purpose, Article 8 ensured that Hydro the access and ability to explore potential developments in Cree territories already impacted by its activities.

### **The Newest Wave in Cree Waters**

It has been demonstrated in this chapter that the presence and impact of Manitoba Hydro in Cree territory is far from new. With the hydro machine established and a number of generating stations operational in the north, the thrust toward expansion of the system is well underway<sup>16</sup> and industry has once again turned its attention to the “potential” in Cree waters. As previously noted, the second and latest round of hydroelectric “development” along the Nelson River promises an additional 5000 Megawatts of electrical potential (Manitoba Hydro, 2005, front insert). Industry’s latest pursuit to “harness” the water begins with the construction of the Wuskwatim Generating Station which will reportedly have the capacity to generate up to 200 Megawatts of hydro electricity.

The recent ratification of the Project Development Agreement, containing the principal PDA agreement along with more than thirteen other supplementary agreements, legally binding NCN to the Wuskwatim project (Nisichawayasihk Cree Nation and Manitoba Hydro, 2006, 14-15), was not a process that unfolded over the course of a few meetings or even a few years. The process has been involved with NCN participating (at least on paper with NCN “participating”) for nearly a decade

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<sup>16</sup> This is reference to the activities pertaining to the Gull and Conawapa sites, which has resulted in discussion with the respective Bands in the vicinity of these sites. For more information, see Manitoba Hydro’s website directly.

and began with the endorsement of the Northern Flood Implementation Agreement in 1996.

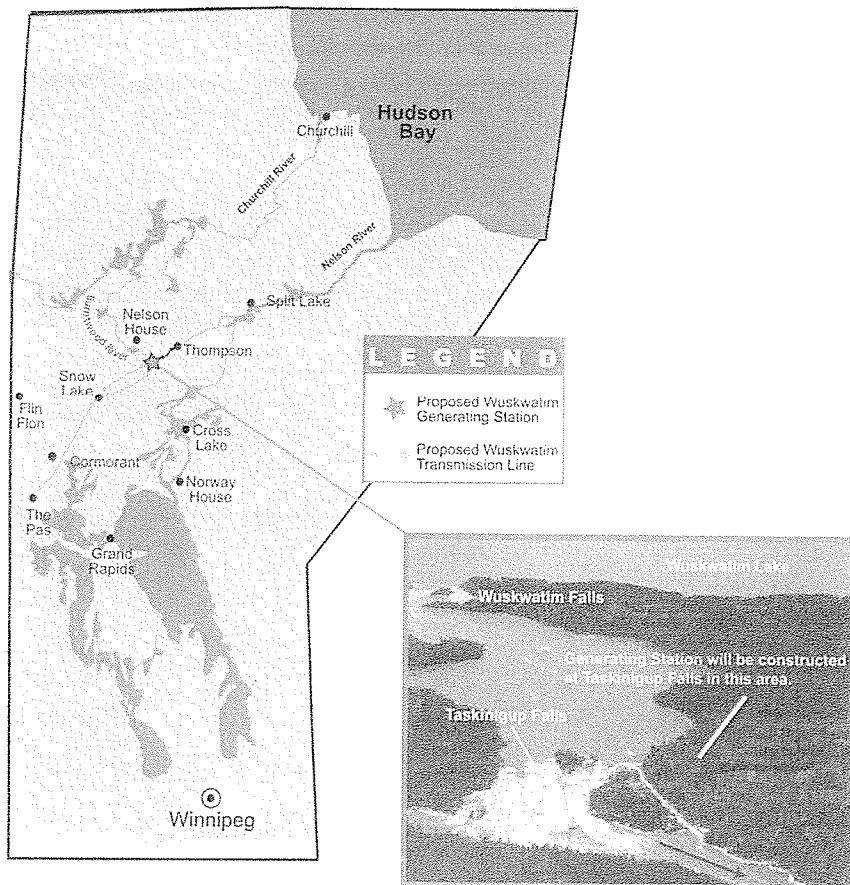
Since much of the discussion from this point pertains to the processes associated with the Wuskwatim “Partnership” and the Project Development Agreement in particular, it is useful to briefly outline what the process involving NCN, and the Wuskwatim project specifically, has entailed to date. It will include a brief chronology of events and “ratification” processes that NCN has engaged in to date. This outline is useful as it outlines the events that lead to NCN and Manitoba Hydro converging on the Wuskwatim project. The following discussion is concise and the chronology provided is intended to demarcate the path that NCN has taken in to date concerning Wuskwatim. The scope of discussion is limited to the charting of various agreements that lead up to the Wuskwatim PDA. Note that the process and the PDA itself have involved extensive and lengthy processes.

### **The Wuskwatim Generating Station**

The Wuskwatim Generating Station is treated in this work as beginning the latest and newest hydro wave in Cree waters. In a seeming break from historic practice, in this most recent endeavor Manitoba Hydro will partner with a Cree community (NCN) to make its newest dam a reality. The Wuskwatim Generating Station is scheduled to be constructed at Tuskinigap Falls near Wuskwatim Lake, roughly 45 km southwest of the mining town of Thompson and will have a purported capacity of generating up to 200 megawatts of [hydro] electricity (Manitoba Clean Environment Commission, 2004, 5; Manitoba Hydro and Nisichawayasihk Cree

Nation, 2003, 1). The Wuskwatim generating stations is the smallest in the latest set of dam proposals by Manitoba Hydro and will take roughly six years to complete, with an anticipated operational date 2012 (Nisichawayasihk Cree Nation and Manitoba Hydro, 2006, 4). The Station and its location are illustrated below:

**Figure 4: Wuskwatim Generating Station**



**Source: Nisichawayasihk Cree Nation, 2006.**

The Wuskwatim Generating Station was mapped in industry literature decades ago<sup>17</sup> suggesting that it was a long standing component of proposed system expansion;

<sup>17</sup> Wuskwatim is mapped on two respective industry publications; see Manitoba Hydro 1985 and Manitoba Hydro 1991 to locate the proposed Wuskwatim site.



however, it has only been within the last decade or so that active movements to pursue and secure the Wuskwatim Partnership began in earnest.

The recent ratification of the Project Development Agreement, the contract that legally binds NCN to the Wuskwatim Project, was the result of an exhaustive course of action involving Manitoba Hydro, and primarily the elected leadership of NCN and a handful of local NCN consultants and decision makers. The collective electorate of NCN, those registered Band members 18 years and older, voted in a referendum in June 2006. Through the referendum, the elected leadership was authorized to endorse the Project Development Agreement, meaning that NCN became an affiliate of the Wuskwatim project through this process.

The business structure of the Wuskwatim project means that NCN will form its own corporation, the Tuskinigap Power Corporation (TPC), who will “hold NCN’s shares in the Wuskwatim Limited Power Partnership[,]” which is the official designation of the project owners (Nisichawayasihk Cree Nation *b*, 2006, 4). In order to derive monetary benefits or returns from the proposed project, NCN must invest capital or equity into the project, creating an “option of owning up to 33 percent of the Generation Project [sic]” (Ibid., 6). TPC will enter the deal and engage in the business proposal on behalf of NCN. Though costs may change, current estimates tag the project at approximately \$1 billion, with NCN’s monetary contribution to the project estimated at roughly \$84 million, though that is subject to change (Ibid., 7). NCN, through TPC, must invest \$28 million into the project which it must finance on its own but will borrow the remainder, roughly \$56 million, from Manitoba Hydro

(Nisichawayasihk Cree Nation, *b*, 7) In short, NCN must buy into the Wuskwatim project at a cost of tens of millions of dollars to derive any benefits from the project.

### **The Wuskwatim Chronology**

Four strategic industry agreements preceded the recent ratification of the Project Development (PDA) and were instrumental in securing the latest hydro deal. That is, the four preceding agreements discussed here can be viewed as the gateways which eventually allowed negotiations, involving the PDA, to occur. It is the position here that the active processes in NCN's participation or interest in dam building began with the signing of the Northern Flood Implementation Agreement in 1996. Of particular importance in the 1996 agreement is Article 8 which deals with "Future Development" affecting Nelson House.

Article 8<sup>18</sup> outlined the future potential for further hydro "development" (expansion) in areas adjacent to NCN and outlined how Nelson House was to participate in the exploration of prospective development (*The Agreement between Nelson House First Nation, Canada, Manitoba, and Manitoba Hydro*, 1995). Article 8 guaranteed that NCN would not be excluded from Hydro's processes again, as was the case during the first wave of activity when the CRD/LWR projects were undertaken. Though the 1996 agreement outlines NCN's participation in relation to "future development," it appears as though the community was not obligated to realize (or to even to help realize) whatever "development" may be proposed<sup>19</sup>. This detail is significant because several NCN members conveyed, through informal

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<sup>18</sup> See excerpt of Article 8, the "Future Development" clause on page 42.

<sup>19</sup> The NCN Implementation Agreement can be viewed in full at:  
[http://www.hydro.mb.ca/issues/nelha/nelson\\_house\\_agmt.html](http://www.hydro.mb.ca/issues/nelha/nelson_house_agmt.html).

conversations, that they understood the 1996 Agreement as containing commitment by NCN to help realize future “development” proposed by Hydro (the Wuskwatim project). In other words, those NCN members I spoke informally with indicated that they believed NCN has made a commitment to the Wuskwatim project via the 1996 Agreement, which was not the case. Article 8 outlines *how* NCN is to be involved in the process, and as I understand it, Article 8 did not bind NCN any actions pertaining to new generating stations.

In terms of recent events that impacted or influenced the NCN’s active participation in the Wuskwatim project, it is the position here that the process began in 1996 when NCN “settled” with Manitoba Hydro and other Crown parties “for the outstanding issues and claims related to Northern Flood Agreement” (Manitoba Hydro *a*, 57)<sup>20</sup>. The product of this period was NCN’s Implementation Agreement which featured a one time lump sum cash settlement and land transfer. More importantly though in regards to pending “development,” the 1996 Agreement also contained Article 8, which is the tool that allowed Hydro to explore future expansion.

Five years later, in 2001, NCN endorsed the *Agreement in Principle (AIP)* with Manitoba Hydro, brining the Wuskwatim proponents a step closer to achieving the Wuskwatim (and Notigi projects). Note that the Wuskwatim project became the focus of NCN and Hydro’s subsequent activities despite the reference to the Notigi project in the AIP following citation.

The intent of the AIP is described in the document which reads:

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<sup>20</sup> See <http://www.ncncree.com/pda.html> (About Wuskwatim link) regarding NCN’s venture with respect to potential development and Wuskwatim specifically.

## **“2.0 PURPOSE OF THE AIP**

2.1 Since concluding the **1996 Implementation Agreement** the **Parties** have attempted to establish a new relationship based on trust and mutual respect.

The **Parties** are:

- (a) undertaking a joint planning process as contemplated by Article 8 of the **1996 Implementation Agreement**;
- (b) discussing the potential opportunity for NCN to acquire a limited equity interest and to participate as a limited partner in the **Project Entity**; and
- (c) discussing other issues that by agreement of the **Parties** become part of the process from time to time.

The purpose of the **AIP** is to guide a collaborative planning process established by the **Parties** to conclude a **PDA**, a **PPA**, the **Development Arrangement** and other arrangements in relation to the **Wuskwatim/Notigi Projects**. The **AIP** is also to guide discussions and arrangements concerning the **Wuskwatim/Notigi Transmission Facilities**. [sic]” (Nisichawayasihk Cree Nation, n.d.)<sup>21</sup>

In addition to establishing several key requisites for the pending Wuskwatim project, and the PDA in particular, another key feature of the agreement allowed “the First Nation to obtain an equity position [in a dam partnership] by investing [equity] in the proposed Wuskwatim and Notigi generating stations, which are located in the NCN Resource Management Area” (Manitoba Hydro *a*, 65).

*The Summary of Understandings (SOU)* was disclosed to NCN members in 2003, again bringing the Wuskwatim project a step closer to realization. It “was prepared to outline the status of understandings achieved by NCN and Hydro since the AIP to the current date [October 2003]” (Nisichawayasihk Cree Nation and Manitoba Hydro, 2003, 2). Though the SOU was not a legally binding document (Ibid.), it was intended to “assist both Parties [sic] in moving forward with the consultation and approval processes [related to Wuskwatim]” (Nisichawayasihk Cree Nation and Manitoba Hydro, 2003, 2) and is summarized as: “a non-binding document between NCN and Manitoba Hydro about the proposed Wuskwatim

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<sup>21</sup> AIP can be viewed at: [http://www.ncncree.com/documents/wuskwatim\\_agreement.pdf](http://www.ncncree.com/documents/wuskwatim_agreement.pdf).

project. It sets the stage and provides a framework for negotiation of a binding Project Development Agreement (PDA). It outlines some of the basic issues that will be expanded upon in the PDA.” (Nisichawayasihk Cree Nation, n.d.)<sup>22</sup> The *Summary of Understandings* did not bind NCN to the Wuskwatim project whereas the ensuing Project Development Agreement would bind NCN to the Wuskwatim project.

The early agreements affecting and influencing NCN’s foray into the Wuskwatim venture are outlined as follows:

**Table 3: Agreements Preceding the PDA Involving NCN and Manitoba Hydro** (Compiled using data from Manitoba Hydro, 2001; Nisichawayasihk Cree Nation and Manitoba Hydro, 2003):

<b>Agreement:</b>	<b>Year:</b>	<b>Purpose:</b>
Northern Flood Implementation Agreement	1996	Final settlement with Industry and Government regarding the Churchill River Diversion Project; cash and land settlements granted; contains substantive clause relating to “Future Development”: Article 8; Wuskwatim (“Future Development”) can now be explored
Agreement in Principle	2001	NCN obtains capacity to enter into equity position involving the Wuskwatim and Notogi <sup>23</sup> generating stations
Summary of Understandings	2003	Non-binding document that sets out the terms of reference for the Project Development Agreement and other related agreements contained therein
Project Development Agreement	2006	Legally binds NCN and Manitoba Hydro to the construction of a 200 megawatt generating station at Tuskinigap Falls near Wuskwatim Lake; NCN assumes a “risk-equity” position and must buy into the dam to obtain benefits

<sup>22</sup> Information obtained from: <http://www.ncncree.com/quickquestions.html>.

<sup>23</sup> The Notogi station is mentioned in the various agreements discussed here, but focus remains the Wuskwatim partnership, though it should be mentioned that there has been little if any inclusion of the Notogi station and NCN’s involvement with this station in “consultation” processes; Wuskwatim has been the focus of such purported activities.

The contention in this work is that the documents outlined above were instrumental in paving the way for the Project Development Agreement. The contemporary political environment, coupled to lesser extent by recent legal developments involving “Aboriginal” rights, meant that governments and industry could not proceed with potential expansion without the consent of the affected Cree communities. The Crown parties needed to Cree consent to proceed with expansion; an argument could certainly be made suggesting that the bureaucratic and political tools that would enable them to proceed with proposed expansion were created. The bureaucratic processes concerning potential system expansion, relating to the Wuskwatim project in particular, began nearly a decade ago with the endorsement of the 1996 *Northern Flood Implementation Agreement*. With the endorsement of each of agreement, the Wuskwatim project became a step closer to reality.

Another key position in this paper is that the production of hydroelectricity in Manitoba reflects numerous characteristics of colonialism. The intrinsic colonialism embedded within the hydro endeavor in Cree territory is perhaps most blatantly reflected in the latest activities, and in particular, in article 26.7 of the PDA where the protected and entrenched Treaty and Aboriginal rights of NCN members “as it relates to Wuskwatim” are outright violated. Concerns arising from Article 26.7 are discussed in greater detail in Part Three.

The next chapter contains a brief theoretical consideration of both “development” and “colonialism,” serving to deconstruct these concepts thereby challenging the assumptions they carry them. The idea of de-colonization is also given brief consideration.

## Part 2: Essential Theoretical Considerations

*“The strength of ‘development’ discourse comes of its power to seduce, in every sense of the term: to charm, to please, to fascinate, to set dreaming, but also to abuse, to turn away from the truth, to deceive. How could one possibly resist the idea that there is a way of eliminating the poverty by which one is so troubled? How dare one think, at the same time, that the cure might worsen the ill which one wishes to combat?” (Rist, 2002, 1).*

In pointing to the contradictory and underlying objectives associated with the ideals and practices of development discourse, Swiss scholar, Gilbert Rist, effectively highlights the paradoxical nature of development discourse. His observations are apt for assessing the “development” logic, ideals and practices related to the hydro saga in northern Manitoba; here too the seduction of prosperity and economic betterment inherent in development discourse, becoming powerful tools which ultimately ensure that the endorsement of hydro deals. Similar to Rist’s criticism of development discourse, Waldram (1988) writing nearly two decades ago, pointed out in regards to the hydro saga that it is “brutally ironic that the very construction of the hydro dams has been a primary contributor to the poverty of these people through the destruction of local resources and economic opportunities” (8).

The hydro saga in the north embraces the varied and contradictory objectives pointed to by Rist and contains the seduction but also the abusive and “deceitful” aspects of which he writes. The development discourse and practices in north, along with the resulting compensation, crippled the very communities and compounds the very problems they were intended to relieve. In assessing both the historical and contemporary circumstances involving the production of hydroelectricity, the

contradictory objectives and outcomes of development practices underlined by Rist become regrettably obvious.

Two fundamental concepts are considered in this chapter, the first is “development” followed to a lesser extent by brief consideration of colonialism. “Development” is considered because of the power of the discourse, and the practices it generates, which can become detrimental. The power of the discourse to simultaneously “seduce” and “abuse” are obvious in the hydro story is briefly discussed.

A brief review of the theory of colonialism (colonization) provides a means of making sense of the colonial presence in the north and of the hydro presence in particular. The contention in this work is that the hydroelectric endeavor of industry, \ also implicating governments, represents a continuum of a centuries’ old mandate of colonization and consideration of colonialism will delineate what this entails.

### **Defining Concepts**

Terminology: what attention, if any, do we pay to the words we use? In beginning to write and teach about events associated with the production of hydroelectricity in the north, I had initially overlooked the most basic assumptions guiding popular ideologies and practices relating to development discourse. In accepting and applying the term “development” to describe the activity of the hydro industry on Cree lands, I inadvertently assumed and accepted several beliefs embedded within the development discourse and in initially applying “development” to describe the activity of industry in the north, I had unknowingly forfeited my



ability to critically assess the simplest concept at the core of my study: development. In using "development" so loosely, I accepted several pre-suppositions illusory assumptions premised on ideas involving progress, modernity and economic betterment that seem to be acutely fixed in this concept.

Was it naive irresponsibility which caused me to unconsciously accept that development represented a uniform and equitable outcome for everyone involved? Not quite. Coming from a community affected by the so-called "development," and knowing full well that the Hydro affected communities continue to deal with the many consequences of development, it was a surprise to realize just how easily I applied false reason to the subject. The point here is that I did not give the basic and most fundamental concept and terminology much thought, but then again how many really do?

Webster's College Dictionary (1991) defines "development" as "the act of developing." Several meanings are denoted: 1) "to bring the possibilities of; to bring to a more advanced, effective, or usable state", or 2) "to bring into being or activity", 3) "to build on or otherwise change the use of (a piece of land), esp. so as to make more profitable" (370). The basic and perhaps most fundamental premise contained in each of these designations are the ideas of transformation and, implicitly, a process of progress or growth. But what does this mean? Are all forms of transformation or growth or progress necessarily beneficial to everyone involved?

A basic definition from a popular source such as a dictionary is a straightforward starting point in understanding the notion of development and would suffice if the assumptions of a positive transformative process were accepted. In this

endeavor however, such simple treatment and explanation concerning “development” will not suffice, which is why other more critical sources are consulted, with each contributing an alternative evaluation of development discourse. The notion of development itself becomes subject to analysis. Far too often terms are applied with little consideration to meaning or implications.

### **Confronting “Development”**

In this exercise, it is useful to outline and confront the basic assumptions that lie at the core of development discourse. In applying an analytic consideration to the notion of development in this way, the inherent contradictions of development are brought to the forefront. In analyzing development discourse and practices, the disparity that is created by development also becomes obvious. In respect to the production of hydroelectricity, those in the south enjoy a cheap and profitable form of energy at the expense of those in the north without knowing what the true cost of that commodity entails. Furthermore, hydro “development” occurs under the assumption and guise of progress and betterment, which are ideologies that are imported through the seemingly benevolent gestures of southern bureaucrats and industry executives touting promises of jobs and prosperity. The lure of betterment and prosperity is alluring to the impoverished communities in the north. Who would turn away the contemporary lucrative hydro deals promising opportunities for economic stability and the chance for collective community betterment?

Gilbert Rist provides a lucid description of development which is well suited to this examination concerning the production of hydroelectricity. In defining “development,” Rist writes that,

“Development’ consists of a set of practices, sometimes appearing to conflict with one another, which require—for the reproduction of society—the general transformation and destruction the natural environment and of social relations. Its aim is to increase the production of commodities (goods and services) geared, by way of exchange, to effective demand” (2002, p.13).

The explanation of “development” above is consistent with the earlier more uncomplicated definition of development found in the dictionary which contains ideas around progress, transformation in a commodity form. These tenets of development discourse are reaffirmed in Rist’s description but Rist goes a step further and points out a fundamental criticism of the discourse and practice it generates, which is “to increase the production of commodities.” While the Webster’s definition acknowledges a form of transformation, a further and more critical analysis such as Rist’s clearly points to the contradiction of development which is absent in the former explanation. Rist acknowledges and asserts that such “transformation” results in the “destruction of the natural environment” and of “social relations”. Whether or not this needs to be the case with development or development models requires another discussion, but in accepting the general principles of development as pointed out by Rist that development 1) entails or involves the desire to increase commodity forms, 2) comes at the cost to the ‘natural environment,’ we have arrived at a starting place for a more critical treatment and discussion concerning the notion of development.

Peter Puxley (1977), writing many decades ago, observed a constructive evaluation concerning development discourse that is pertinent to this discussion on the production of hydroelectricity. Puxley wrote that “the term, ‘development’ has come to be used very loosely...the term ‘development’ has mostly lost contact with human purpose and now refers mainly to quantitative or physical change, regardless of its relationship to the needs of men” (107).

Similar to the sources cited thus far, Puxley also recognizes the “quantifiable” or “physical” nature associated with development discourse. Puxley, however, points out the “human disconnect” that occurs within the development paradigm and the practices it generates. Perhaps the human disconnect detected by Puxley is embodied in paradoxical realities or consequences that have been located by both Rist and Waldram.

In regards to the production of hydroelectricity in northern Manitoba, perhaps the human disconnect that Puxley locates is most clearly exemplified by the fact that NCN has become partners with the same utility that has devastated and directly disrupted its way of life, and who has contravened the protected rights of NCN members as Treaty peoples. In becoming partners, does NCN engage in the human [and cultural] disconnect alluded to by Puxley? This issue will be taken up in greater detail in Part Three where NCN’s location as an indigenous community and an “Aboriginal” community in relation to the Wuskwatim project will be discussed.

Social anthropologist, Yngve Lithman (1992) offers an added critical assessment of development which resonates a similar philosophical critique to that of both Rist and Puxley:

“our thinking seems to be directed towards the same kind of models that have been applied before, but we now think we will now implement our models better...to have better employment programs, better outreach, better development planning, more and better economic development. Somehow our thinking seems to be focused on notions that if we could only have a good mine or a good pulp mill or a good wood-harvesting operation close to each of these [indigenous] communities, we would be well on our way to solving the difficult problems facing many Native northern communities” (218).

Here the narrow application relating to ‘development’ logic is underscored, so too is the acknowledgment that development defined by such rigid standards creates imposing development ideal and practices. The premise within the development model that is imported time and again to northern regions is largely based on the “only if we could have a good” or “better” ideal; the desire to enhance. Lithman points out that it is precisely this dogma that makes us “prisoners” of our ideology (Ibid.).

Those mired in the Hydro saga, including the Cree and industry personnel, are convinced that opportunities lie in the ability to participate in southern wage economy and that this economic model is the way to realizing economic betterment and social mobility. Western (southern) modes or economic processes are imposed on the north as potential solutions to various pathologies that plague the Indigenous communities which stem from a long legacy of recurring colonialism. The practice involving the production of hydroelectricity stem falls under what Lithman calls the “administrative smothering of Native people” (1992, 218).

In assessing the various ideas related to development discourse, it becomes possible to locate and catalog the abstract assumptions driving this ideology and the practices it generates. From Rist, we borrow the idea that development is premised on

a desire to increase the “commodity form” and that transformation occurs at the expense of the natural environment and “social relations” (2002, 13). Puxley points out the carelessness in which the term “development” is applied, more importantly though, Puxley underscores the “human disconnect” that is involved in processes related to development (1977, 07). Lithman confronts the ideals and model of development and asserts that these are the same models which have been imported and imposed before. He also points out that these kinds of “development” models are presented as economic “fixes” to “Native northern communities” who already suffer from a legacy of colonialism. In northern Manitoba, the production of hydroelectricity is once again being presented as the answer to the economic and social crises that exist in northern Cree communities, the statements, including those from communities themselves such as those made by the NCN negotiators for example, reveal such practice in action.

At this time, there is very limited understanding or appreciation for what is involved in production of hydroelectricity in this province. The many issues related to industry’s activities are limited to and is mostly concerned with meeting the energy “needs” of south. The logic of southern developers continues to follow the imported models and paradigms which have yet to result in the promised benefits. Furthermore, the experiences and trauma brought on by industry’s presence in the north are simultaneously dismissed, minimized, ignored or simply denied. Again, one need only examine images such as the little girl on the mural in the foregoing pages to gain a sense of how industry presents itself and its activities; the result is that those in the

south are largely unaware of the human and environmental costs in the production hydroelectric energy.

It is interesting to note those who refuse or resist participating in a prescribed development form are labeled unprogressive. More disturbing are in the inferences, sometimes from the community peoples themselves, that those who oppose or resist the prescribed notion and path of development relegate the communities to an archaic almost primordial existence. Take for instance the proclamation by one community leader who, in attacking external “do-gooders” in a public hearing, stated that such skeptics were behaving like “economic terrorists” by challenging opportunity related hydro activities in the region (Clean Environments Commission Transcripts, 2004).

Confronting the fixed assumptions within the larger notion of development discourse is important because it helps locate industry’s position as it once again descends on the Cree in northern Manitoba.

### **“A Continuity with the Past”**

The theoretical position reiterated throughout this work holds that the processes associated with the production of hydroelectricity appear to reflect many of the characteristics that characterize colonialism (colonization). This prompts the need to probe colonialism, particularly in regards to examining what it entails.

Robert Young (2001) writes that colonialism, along with imperialism, involved [and continue to involve] “forms subjugation of one people by another” (15); he also reminds us that “the world has a long history of such domination” (Ibid). Precisely because the world has such an extensive history, with countless instances of

colonialism in action, attempting to delineate or generalize the notion of colonialism may prove difficult since the faces (projects) of colonialism are many and the history involving colonization is long-standing, and well rehearsed. Young reiterates the point that “colonialism involved an extraordinary range of different forms and practices carried out with respect to radically different cultures, over many different centuries” (17).

While recognizing the difficulties with circumscribing colonialism, Young does attempt to describe the historical underpinnings of the theory and practices related to colonialism. It is from his attempt that I borrow the affirmation that “colonialism [historically] functioned as an activity on the [societal] periphery, [and was] economically driven” (Ibid). Young goes on to suggest that colonialism “needs to be analysed primarily as a practice” (Ibid), which is an adequate starting place for attempting to characterize the processes involving colonialism.

For a concise explanation of colonialism, I turn again to Puxley (1977), who in writing on the issue of “development” specifically in regards to the Dene experience and the Mackenzie Valley Pipeline, observed the imbalance of power which is characteristic of colonialism. Note that while Puxley’s observations are old, they are regrettably and unequivocally applicable to this examination of contemporary hydroelectric “development”—decades later and in a region quite far removed from the northwestern Canadian landscape of which he writes. Perhaps this illuminates the larger colonial processes and objectives under consideration here. How else can one make sense of the ability to use and transport critical analysis from one decade and apply it rather fittingly into a contemporary situation many decades



later involving another distinct industry? Puxley has this to say about the process (“relationships”) involving colonialism:

“At the level of the individual, the essence of the colonial relationship may be understood in terms in those situations where one individual is forced to relate to another on terms unilaterally defined [and imposed] by the other. The relationship is not negotiated, with each party having a say in its purpose. Where a contract exists, it merely states the terms under which one party becomes the property of the other” (108).

Canada’s history is strewn with countless examples that typify the hegemonic relationship underscored by Puxley and there is no doubting Canada’s involvement in various colonization processes. Frideres & Gadacz (2001) confirm that “indigenous peoples of Canada were unquestionably colonized and their position in Canada today is a direct result of the colonization process” (2). Rather than cite the copious instances of Canadian colonialism, though I do discuss the Treaty-making era later in this chapter, it is perhaps more useful to recall the characteristics of colonialism devised by Frideres & Gadacz (2001) and rather than attempting to confine the sweeping ideas and practices of colonialism to a single description or characteristic, it is perhaps easier to focus on the broader qualities and practices of colonization such as those proposed by Frideres & Gadacz.

The process of colonization, or colonialism, can be categorized as having seven characteristics. I borrow the macro model of colonization devised by Frideres & Gadacz’s (2001) which “presents the Indian reserve as an internal colony that exploited by the dominant group in Canada [and] Canadians are seen as the colonizing people, while Aboriginal peoples are considered the colonized” (2). Using

this model to discuss the process of colonization may be a more useful means of locating colonialism and assessing the practices it generates.

In the seven parts, or steps, of colonization, the first attribute involves the encroachment or “the incursion of the colonizing group into a geographical area... acting in its interests, the colonizing group forces its way into an area”; the second trait is related to the destruction of social/cultural structures of Indigenous peoples (2). Frideres & Gadacz state that “in Canada’s case. European colonizers destroyed the Native peoples political, economic, kinship, and in most cases, religious systems.” They go onto add that “the values and norms of Native people were either ignored or violated” (Ibid). The third and fourth characteristics of colonization involve the imposition of “external political control” and the incidence of “Aboriginal economic dependence” on reserves (3); these characteristics and practices have direct bearing on the hydro situation at the core of this study and will be discussed briefly in Part Three.

The Federal government, through the enactment of the *Indian Act*, and the Band Council system in particular, has been able to exercise an unwavering degree of political control in “Indian” reserves. Frideres & Gadacz remind us that “in the colonization process, a two level system develops in which the colonizers own, direct and profit from industries that depend upon the exploitation of colonized peoples, who provide an unskilled [and skilled], seasonal workforce” (4); this observation is apt for describing what has occurred in regards to the power and economic structures associated with the production of hydroelectricity in northern Manitoba. Here too, in the hydro endeavor, there is an occurrence and creation of an imbalanced binary

system which has been contingent on the exploitation [of land] and colonized peoples. Frideres & Gadacz go onto state that “on the reserve, the long term result has been an Aboriginal population that lives at a subsistence levels [that is hand to mouth], working at unskilled, seasonal jobs in primary industries [with]...profits disappear[ing] from the reserve into the pockets of non-Aboriginal entrepreneurs” (4). Again, the result of the economic and political symptoms of colonization described here can be easily applied to review of the hydro saga.

Despite the contentions by industry that a new relationship and economic opportunities are being paved with regard to the Wuskwatim project, which received intermittent support by the NCN leadership who endorsed it, it is the contention in this work that the imbalanced power dynamics characteristic of colonization has remained intact even into the newest wave of hydro activity.

In regards to the hydro saga, the relationship between industry and the Cree reflects the imbalance of power characteristic of the process of colonization. In spite of all the steps that have been taken to create “opportunities” for NCN’s participation throughout the Wuskwatim endeavor, the fact remains that the colonizer is still in control (this will be discussed in greater detail in Part Three). The Wuskwatim endeavor appears to embody many remnants of the exploitative nature and imposed external control discussed by Frideres & Gadacz; the colonized peoples will still form part of the seasonal workforce (resulting in mere short term benefits) with the profits for the most part (especially if the community cannot afford its share) disappearing from the community. Furthermore, the external political control typical of the colonization process is exemplified in the Wuskwatim endeavor by in simple fact that

an external referendum process was imposed on the community. Through this imposed decision-making mechanism, NCN members were forced to decide on its long-term future via a hasty referendum<sup>24</sup> which became the political tool used to measure consent. Another example of the political and economic domination inherent to colonization is exemplified by the fact that governments and industry representative deal exclusively with Band Council representatives, which is a colonial institution that is imposed on Indigenous communities.

The fifth characteristic of colonialism discussed by Frideres & Gadacz relates to the “provisions of low-quality social services” (5). The sixth and seventh attributes of colonization deals with “social interactions,” particularly with regard to racism and the “establishment of a colour-line” (Ibid.). While both of these practices may lead to several negative corollaries, the latter practice ultimately results in various voluntary acts of segregation by both the colonizer and the colonized (which are briefly discussed by Frideres & Gadacz, 5).

Frideres & Gadacz’s treatise involving colonization draws out the characteristics embedded with the practices of colonialism, and just as they recognize the limits of such an approach (5), I too recognize the limits in attempting to demarcate what colonization entails since as, Young pointed out, the process and its mechanisms are vast and encompass a long-standing history with various trajectories. A final idea that I borrow from Frideres & Gadacz relates to the consequences of colonization.

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<sup>24</sup> The referendum decision-making process invariably excluded the youth; only those authorized to vote (those 18 years and registered Band members) were able to participate in the decision-making process. There were numerous young people, including children, who were concerned about the project and voiced that they did not want the project to go through, but their voices did not count in the overall decision-making process which excluded them.

Frideres & Gadacz assert that “the ultimate consequence of colonization is to weaken the resistance of Aboriginal people to the point at which they can be controlled” (5). Furthermore, they state that “whether the motives for colonization are religious, economic or political, the rewards are clearly economic. Non-Aboriginal Canada has gained far more than it has lost in colonizing its Aboriginal peoples” (Ibid). As previously discussed, Hydro’s readiness to include NCN in the exploratory activities associated with Wuskwatim<sup>25</sup> may point to the practices of colonization in action.

Waldram (1988), in his work examining the initial round of hydroelectric “development”, identifies the hegemonic methodology and ideology that guided the historic treaty-making process and was able to reposition that appraisal and transplant it into a contemporary assessment of the hydro saga. On this matter, Waldram observes:

“The attitude of treaty makers has remained intact through the years, and the process whereby governments and public and private electrical power utilities have secured the right to construct hydro facilities, and thereby alter and frequently destroy the livelihood of...[‘Aboriginal’] peoples, represents a continuity with the past. The processes are similar: a resource is identified as valuable to the general society, and the Natives must be convinced that they should [or must] surrender it for the ‘common good.’ Once the resource has been secured and the Native people have been appeased, they are largely ignored” (4).

Waldram’s position in this excerpt is regrettably applicable to the ensuing discussion regarding the production of hydroelectricity in the northern Manitoba. The fact that Waldram was able to locate an obsolete colonial practice from the Treaty-making era, which was aimed at usurping the Indigenous peoples of their rights and “resources” at any cost, and transplant it into a contemporary analysis of the hydro industry indicates

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<sup>25</sup> See p. 43-44.

that a disturbing colonizing continuum is at play. The fact that the hydro saga continues to reflect many of the qualities characteristic of colonialism, some of which were briefly considered in the preceding discussion, also makes it difficult to accept such claims.

### ***The Beaver***

*See how the beaver  
Works all night, without light  
In the darkness*

*He builds himself a dam  
Limb and branch, mud and sand  
Higher, stronger, greater dam*

*From dusk till dawn  
His toil goes on and on*

*Then tomorrow, you will see  
A bubbling stream*

*Become a pond, and later on  
A stagnant lake*

*And all the creepy, crawly creatures  
Will crawl down, to make a home  
Within that putrid pond*

*With turtle, snake, frog and crab,  
These neighbors now the beaver will have*

*But  
The deer, bear, lynx and fox,  
Raccoon, wolf, moose and hawk*

*Will move far away  
To find a place the beaver hasn't been*

*Where clear, cold, clean water still flows  
Living, Laughing, Tumbling Liquid Life*

*Waterfalls, brooks and streams  
Theses are highways for life's dreams*

*My son  
Do not become a beaver,  
And build for yourself a dam*

*For this is what the whiteman does  
With brick and stone and sand*

*Till his mind is like that lake  
Filled with the weird wicked wretches  
That give no peace.*

*Then he cries to his creator  
In desperation*

*Please God, my God, deliver me  
From Damnation.*

*Duke Redbird, 2001, 42-43.*

### Part Three: “Amiskuk Boo-koo Ta Ki Oosey-ta-chik Ki-Piikuna”<sup>26</sup>

Dams have been built, rivers have been diverted, lands have been flooded, and in some instances entire Indigenous communities have been relocated and permanently disrupted in the name of development. The last round wreaked havoc on whole communities. But the latest hydroelectric deal was different, so we were told<sup>27</sup>.

The poem on the foregoing page speaks to my position concerning the latest round of industry activity in the territory of *Nethowe-Ithinewuk*. Its tone and poignant message speaks suitably to my own regarding the latest wave of industry activity. The role and consequences of *amisk*, beaver, poetically described in *The Beaver* has me wincing as I contemplate my community's role as a contemporary and industrious *amisk*. My opposition to the Wuskwatim project has been stated in various ways to community members, to the elected leadership who advocated on behalf of the proposed partnership, and on the public record articulating that I did not and do not want to become a dam builder akin to *amisk*.

My resistance to the Wuskwatim project began when I first learned of even the sketchiest details in 2003. The movements that have been made by NCN in becoming dam-builders has been the result of diligent commitment of a few select local administrators who have been instrumental in shaping the course that the collective NCN membership would proceed in regards to the Wuskwatim endeavor. After many years of apparent negotiations and consultations, a pre-drafted mammoth and overly technical Project Development Agreement, was simply brought to the

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<sup>26</sup> Cree phrase: “only beaver should build dams.” Statement originally made by John Miswagon, Chief of the Executive Council, Pimicikamak Nation.

<sup>27</sup> A version of this has been published in the New York University's Hemispheric Institute *e-misfera* on-line journal (2005).



NCN membership for ratification with no opportunity or room to revise its provisions. Much like the treaty days, we simply had to accept the proposition or not. And, like treaty-making era, the technicality of its contents was not easily understood by the Indigenous signatories, nor could it have been easily comprehensible for the common lay person or educated others for that matter.

An important note generating another lesser and related concern pertains to the power or governance structure in NCN. The community ultimately remains under the control of the Federal government through the Band Council format, and this obsolete Band Council system, implemented more than a century ago, helped silence the community. The Band Council format with its imposed structure, contributed in part, to the overall ability of governments and industry to undermine NCN's collective rights by dealing with a handful of elected individuals who acquired the power to negotiate on behalf of the collective<sup>28</sup>. I learned all too well in a meeting at the Provincial legislature, that government and industry officials only deal with elected representatives<sup>29</sup>. The decision making processes associated with Wuskwatim shut out the grassroots people. I recall an instance at a "closed" meeting between Manitoba Hydro and NCN where I was met with utter hostility by the same elected representatives who were supposed to be engaging in negotiations on my behalf and behalf of the collective. I had simply asked for some information and an update on the

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<sup>28</sup> The elected representatives in office during the Wuskwatim fiasco retained their terms in office after a Federal Court battle ensued. Several NCN members contested the election process and its results in 2002. Those in opposition to the election process and results questioned, challenged and called for another election but the Courts ruled in favor of the Council (based on a technicality) and that particular administration was able to maintain its control despite calls from the community for another election.

<sup>29</sup> This was the position advanced by Mr. Bob Brennan, President and CEO for Manitoba Hydro, in a meeting at the Manitoba Legislature in March 2006 with the Interfaith Task Force on Northern Hydro Development.

state of affairs but was outright denied information and turned away, with the door quite literally shut on me.

A second concern relating the Wuskwatim project is guided by a cultural consideration of the deal and relates to NCN's position as Indigenous peoples and dam "owners" simultaneously. I am not speaking here of the "Aboriginal" or "Indian" designations which are State imposed identities and categories that later became politically correct designations. I am speaking of NCN people as *Nethowe-Ithinewuk*-Indigenous Cree peoples with a sacrosanct responsibility in regards to the land. Having visited numerous hydro affected communities, and witnessing the impacts on the lands, waterways, and social and cultural fabric of our communities first hand, it is disturbing to contemplate that NCN will now actively participate in the same dam business that disturbs our ancestors' resting places, mars our lands and continues to contaminate our water. In considering Wuskwatim on a cultural front, I was guided by several questions: Is NCN, as Indigenous community with a relationship to the homeland, moving away from its historic identity and relationship with the land by becoming dam builders? And to what extent, if any, does NCN become implicated in the environmental degradation of that environment? The production of hydroelectricity has entailed and continues to have serious environmental consequences the length of the hydro system in northern Manitoba. Photos that have collected throughout my northern journeys are integrated into the text and demonstrate the effects on the environment.

The focus in the final section of this chapter narrows the discussion to a brief analysis of various aspects of the Project Development Agreement, which reveals that

NCN has little to no real control in the proposal, losing for example any ability to make decisions, control is instead forfeited to the utility, and in the end, if NCN cannot repay its debts, Hydro acquires a new dam and a string of transmission lines. Furthermore, an outrageous precedent has been established where the Cree must now buy into these kinds of projects in order to derive benefits. As Treaty and Indigenous peoples occupying their historic homelands, buying into deals like Wuskwatim compels NCN concede its location as original peoples with distinct rights. Rather than compelling developers to recognize and deal with the rights that stem from its historic and legal identity, NCN is reduced to a mere business partner with little authority.

A final and larger potential consequence of NCN's parade into the dam business as "Indians"<sup>30</sup> possessing distinct legal rights is also considered. As will be discussed, the PDA has potential to result in fatal legal repercussions as "Indians" owning dams, bringing to me my final concern in regards the Wuskwatim project: Article 26.7 of the PDA. Article 26.7 warrants consideration in its own right since it outright overrides the protected and entrenched "Treaty and Aboriginal" rights of NCN. Through Article 26.7, steps are being made toward negating the achievement and progress that has been made in recent years concerning the legal struggles pertaining to Treaty and Aboriginal rights and allowing the utility, a corporation with no power to traverse treaty rights, to incorporate and utilize language outright

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<sup>30</sup> I am specifically referring here to the legal designation of NCN as an "Indians" as so defined under the *Indian Act*, which at this point is the only connection back to Treaty (5); it is also a direct reference to the protected and entrenched rights acknowledged in the Constitution Act of 1982 under the umbrella term "Aboriginal". While I reject the use of this term as an appropriate designation to describe Indigenous communities such as Nisichawayasihk, there is room here to utilize it the legal sense in which is derived.

derogating entrenched and protected rights into a business agreement sets a dangerous precedent. Finally, as signatories to the PDA, and Treaty signatories, does NCN effectively silence itself and counter its rights as “Aboriginal” peoples with protected rights since it will now help destroy its own land base (where the basis of many of those rights are vested)?

I deliberately disconnect the identity and role of NCN as Indigenous peoples and “Indians” throughout this work so as to differentiate and point out the cultural, spiritual and legal implications that arise from each of these designations. NCN’s place as Indigenous peoples derives from a relationship with *Kichi Manitou*, the Creator, who bestowed rights, powers and responsibilities to *Nethowe-Ithinewuk*; “Indian” on the other hand embodies the relationship with the settler or colonizing government which granted limited rights and privileges. The identity, place and rights of *Nethowe-Ithinewuk* predates the arrival of the colonizer and the rights that stem from this pre-existing relationship cannot be confiscated by humans.

It is the position here that in becoming dam builders, NCN may in fact be straying from its cultural responsibility as Indigenous peoples, while at the same time jeopardizing its distinct legal rights deriving from its State imposed identity as “Indians.” Much like the politics associated with identity, designation, and location of NCN as an Indigenous people in the Wuskwatim endeavor, the geographical site at the heart of this discussion, *Wuskootim-mis-sah-gay-guhneeg*, has a similar quandary in terms of historic identity and the politics and implications of naming.

*Wuskootim-mis-sah-gay-guhneeg*

“Where’s the island? Is that it?” I yell pointing in a general direction with my lips in an attempt to converse with my companions over the constant and thunderous hum of the small Cessna engine as we circle Wuskwatim Lake. “Yeah” says Frank<sup>31</sup> nodding. Frank is the family friend who accompanied my daughter, myself and a few others us to *Wuskootim-mis-sah-gay-guhneeg* in June 2005. *Wuskootim-mis-sah-gay-guhneeg* is the future site of the newest dam proposal of Manitoba Hydro. It is the place where the Wuskwatim dam is to be constructed. The young pilot flying the Cessna joins the conversation, and repeats the taboo associated with the island and the lake, he too pointing in some direction with his lips.

My family, and other community people tell of a island at *Wuskootim-mis-sah-gay-guhneeg* so revered that to point at or to the island with your fingers would cause storms and winds to come up that eluded logical explanation, not that they tried to “explain” the phenomenon or superciliously attempted to make “sense” of it. The alternative to pointing with your fingers was to point with your lips, motion or nod in the general direction, as myself and the young pilot did that day on our visit to the lake. The place has a deep cultural and spiritual significance to those who know of the lake and its vicinity.

*Wuskootim-mis-sah-gay-guhneeg* is Cree designation for the area around and body of water known as Wuskwatim Lake. It is where my grandfather’s trap line was (is) located; the place where many families had once fished; and the place that houses several sacred sites, including numerous burial grounds. It is also the place where the newest generating facility operated by Manitoba Hydro is to be constructed.

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<sup>31</sup> Name has been changed.

*Wuskootim-mis-sah-gay-guhneeg* can be crudely translated into English as “Beaver Dam Lake”. Wuskwatim is the unsophisticated English designation “given” to the area by non-Cree speakers. Wuskwatim is also the impending name of the dam that will sit near the outlet of the lake. For *Nisichawayasihk-Ithinewuk*, using Wuskwatim as a reference to *Wuskootim-mis-sah-gay-guhneeg* indicates that a cultural disconnect has occurred. Using Wuskwatim to reference the lake and its significance has allowed and allows those local people who championed the partnership to overlook the cultural and spiritual connection of this place for *Nisichawayasihk-Ithinewuk*. Wuskwatim is a culturally and spiritually devoid reference and the magnitude of the place is lost in the colonial translation. The colonial designation effectively steals the spirit and cultural significance of the place.

For those who have no appreciation for our language or no connection to our territory, Wuskwatim is simply just another place. Or it represents potential and opportunity as has been the rhetoric associated with the project. Seldom did I hear fluent Cree speakers of NCN speak of Wuskwatim, instead they speak of *Wuskootim-mis-sah-gay-guhneeg* and with the unspoken reverence the locale deserves because they *know* what is there.

*Wuskootim-mis-sah-gay-guhneeg* was once a prime fishing lake utilized by the Nisichawayasihk, though likely this was not an exclusive use. *Wuskootim-mis-sah-gay-guhneeg* has felt the impacts of the first wave of industry activity and the land and water are deeply impacted and scarred by the Churchill River Diversion of the 1970's. Fishermen have not actively fished the lake for some time. I recall thinking as I flew over the area that my grandfather, who was blind at the time of his

passing, would have died inside if he could have seen the condition of the lake and area in general. The waters were murky and the shorelines were littered and congested with debris. It is distressing to know that many from my generation onward know little to nothing about the significance of the place.

When an Indigenous community forgets its cultural and spiritual connection and relationship to the land and views the land in terms of how much capital (“resources”) could be extracted from it, something has gone awry. By viewing the land as merely “resources” that amount to economic opportunities, we no longer look at the bush as the many things that it was at one time: a pharmacy, a school, and ceremonial grounds; medicine. By investing in projects that depend on our participation in the destruction of the land, we place ourselves in a culturally debauched position, by placing ourselves in a position where in order to make a buck, we must destroy the land. In this sense, we are moving away from our cultural teachings and principles connected with the land and moving towards practices where our land is viewed merely as commodities defined and constrained by Western capitalist standards.

A great deal of expectation is being placed on the Wuskwatim deal, so much so that key decision makers have seemingly forgotten or neglected to truly consider the consequences for *Wuskootim-mis-sah-gay-guhneeg* and the community. Consideration should have been rooted in or heavily informed by cultural perspectives that could not be justified or traded off for capital. If cultural consideration was truly used to guide the Wuskwatim process then there would have been no deal signed positioning NCN as potential *owners* of a dam.

## **Wuskwatim: A Colonial Continuum**

It has been reiterated throughout this work that the processes used to arrive at the Project Development Agreement mirror a longstanding and incessant colonial agenda aimed at assimilation and the attempted abolition of Indigenous rights and place; the collective rights of NCN are undermined and outright abrogated in the PDA and numerous community members were left intimidated and inadvertently silenced through various mechanisms intended to inform them. The Wuskwatim endeavor exhibits elements of a deeply rooted colonial process rooted in obsolete ideologies and practices. The fiasco with Wuskwatim also reveals that the Crown parties are determined to obtain further right and access to land and water in the Cree territories of northern Manitoba; this access is vital to its hydroelectric enterprise.

A particular concern in the Wuskwatim process was the consultation mechanisms that were employed, which raises issues of *informed* consent. While consultation may have entailed an exhaustive process, it was not an adequate mechanism of informing the membership as it was designed to do. Immense pressure was placed on the membership to decide its fate in relation to the Project Development Agreement which was released less than three months before it was ratified. The document is massive, amounting to approximately 1300 pages and the proponents themselves recognized that “the full PDA is a long and complicated legal document containing all of the necessary legal detail for a complex agreement. It is difficult to read even for a lawyer” (Nisichawayasihk Cree Nation, Manitoba Hydro and Others, 2006, 3). If the PDA was difficult to read and understand for professional lawyers, I wonder how the electorate of NCN could be expected to process the information



contained in the document and come to an informed decision given the hasty timeline for its ratification. NCN members likely did not fully understand the PDA simply because they were forced to vote on a mammoth and overly technical document in such a short timeframe.

In his book related to the production of hydroelectricity, James Waldram (1988) highlighted the colonial approach of government and industry who sought and acquired the right to dam the rivers in northern Manitoba, he also pointed out a parallel intention in treaty making era in the contemporary endeavor:

“The philosophies and procedures operating during the nineteenth-century treaty-making era [designed to remove and had the effect of removing the Indian people from valuable resources]...are once again evident in the efforts of the hydroelectric developers [as they moved to secure water resources]; The attitude of the treaty makers has remained intact...and the processes whereby governments and public and private electrical power utilities have secured the right to construct hydro facilities, and thereby alter and frequently destroy the livelihood of many [“Aboriginal”] peoples, represents a continuity with the past...the processes are the similar: a resource is identified as valuable to the general society, and the Natives must be convinced that they should surrender it for the ‘common good’...*once the resource has been secured and the Native people have been appeased, they are largely ignored*” (Emphasis mine, 1988, 4-5).

Waldram’s observations are easily applicable to the current round of industry activity. The approach of governments and industry to secure the right to construct its dams underscored by Waldram epitomizes a process of colonialism. Waldram points to the practice [of colonialism] “designed to remove and had the effect of removing Indian people from valuable resources”.

Much like the treaty era, the processes associated with Wuskwatim emulated familiar issues related to linguistic barriers and overly technical pre-drafted documents that were simply imposed on the Cree. And Western methodologies aimed

at informing the community may have actually worked to silence and bewilder the PDA signatories. Take for instance this case in point at one of the final “information sessions”<sup>32</sup> in the Wuskwatim consultations where I found myself seated at table lined with lawyers, each toting laptop computers, appearing very professional and somewhat inhospitable. As I sat across the lawyers, interacting and questioning the Wuskwatim deal and the PDA wholly intimidated and completely unsure of my posture and line of questioning (though stubbornly refusing to show it), I wondered how my grandmother or anyone else at the community level for that matter would or could ever feel comfortable with or in this process.

I sat across from legal professionals as a graduate student studying the hydro issue exclusively and armed with what I would like to think constitutes a solid background in “Aboriginal” rights discourse yet I was wholly intimidated by the consultation mechanism that was intended to keep me informed. There was no way that a consultation processes like this could have been comfortable or appropriate for an elder or anyone else for that matter at home.

While the process of consultation may have been carried out with the best of intentions, its superficial and Western-based methodology may have worked against community members serving to intimidate many of the trappers, elders, “under” or “un” educated people for whom the process was intended to inform. The process ultimately followed a Western format that ironically left many members confused.

Another colonizing attribute of the Wuskwatim process entailed the creation of division within NCN resulting in a familiar divide and conquer strategy. On the

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<sup>32</sup> These information sessions have also been referred to as consultation sessions, where information relating to the project would be “exchanged” and concerns discussed.

one hand, the elite and the leadership tout the political and economic innovation of the deal, while others raised “opposition” creating doubts about the entire process. The forward thinking business partners were pitted against the wary grassroots peoples. Those in opposition to the Wuskwatim project had valid reasons to doubt that entering into a deal, with a company that has devastated river systems and livelihoods all over the north was in their best interests, but clearly they were in financial and public relations disadvantage. Who could go up against Manitoba Hydro and the elected leadership of the community?

When considering the Wuskwatim project, Carol Kobliski, spokesperson for the Justice Seekers, a local NCN grassroots group opposed to the deal, put it this way: “The Cree and Metis of Northern Manitoba impacted by the Churchill River Diversion were given similar promises [of jobs and betterment] 30 odd years ago and all we have to show for it is continuing devastation, misery, and heartbreak”.<sup>33</sup>

As was outlined in a previous chapter, governments and Manitoba Hydro have historically and successfully traversed Cree territory touting various guarantees to secure its right to construct hydroelectric facilities and infrastructure. On most occasions, the Crown parties did not honor the promises made to the Cree under those agreements confirming the observation pointed out by Waldram that, “once the resource has been secured and the Native people have been appeased, they are largely ignored” (4).

Our past is littered with deals featuring various promises because governments and industry needed the land now, they need Cree “consent” to build its dams. We have had treaty deals. We have had NFA deals. Somehow, the deals never come out

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<sup>33</sup> For Kobliski’s full testimony, see <http://www.reidreporting.com/cec/june804.txt>

quite the way we envisioned. Now, NCN has finds itself partner with the same utility who has not lived up to its promises in the past, and suddenly the community is expected to trust governments who have not only failed to meet earlier commitments under various agreements. NCN is simply expected to trust developers who have a longstanding history of breaching promises. The various processes related to the Wuskwatim endeavor uncovers the carry over of colonial practices which favors developers and ensures that the developers advance and secure their interests. The membership of NCN was merely compelled to adhere to the decisions made by its leadership which will undoubtedly benefit southern developers.

#### **Accessories to Further Environmental Degradation?**

The proponents of the Wuskwatim deal eagerly reiterated throughout the Wuskwatim endeavor that the project represented an environmentally responsible proposal and one that was distinctly unlike the Churchill River Diversion. A key attribute of this position was premised on the design of the generating station. The proponents declared that “great effort [had] been spent in causing as little effect on the environment as possible...[which] included choosing a ‘low-head’ design that causes less than one-half square kilometer of flooding” (Nisichawayasihk Cree Nation *a*, 2006, 52-53). No matter how the proponents of the Wuskwatim project attempt to justify the inevitable and further environmental impacts of the 200 Megawatt dam and its related edifices, the environmental impacts will not be “minimal.” Not only will the Wuskwatim project intensify the existing environmental ruin in the project area, two sets of rapids that escaped the devastation caused by the

CRD round will now be destroyed so the proponents can once again “harness” the potential in the water and make a profit.

In visiting other Indigenous communities and talking with various elders and land users who recognize the value of the land (which is distinct from Western measure of value), a resounding message emerges: respect the land and take only what you need. This teaching is informed by a cultural appreciation and respect for the land and is likely based on the recognition of a historic dependence on environment, the land and the water, for the Cree. Elders recognize and express that without the land, we would not exist. It is this appreciation for the land and our historic relationship to the land that informs by my consideration of the cultural implication of NCN as dam builders and Indigenous peoples simultaneously. By investing in projects like the Wuskwatim endeavor, which require our active participation in the destruction of the environment, do we comprise our place as indigenous peoples by positioning ourselves in a place where in order to make a buck we must actively destroy our land? Are we moving away from our cultural teachings and relationship relating to the land and moving towards practices were that land is viewed merely as “resources” defined and constrained by Western capitalist standards.

The following photos depict the impacts of the hydro industry’s activities on the environment, note that images such as these are absent from Industry’s narrative about its activities. The images are intended to document the degree of impact caused by industry’s activities. The photos clearly record the impact of industry’s activity on

the environment, with the images demonstrating the extensive impact of fluctuating water levels.



A shoreline minutes by boat from the settlement of NCN.

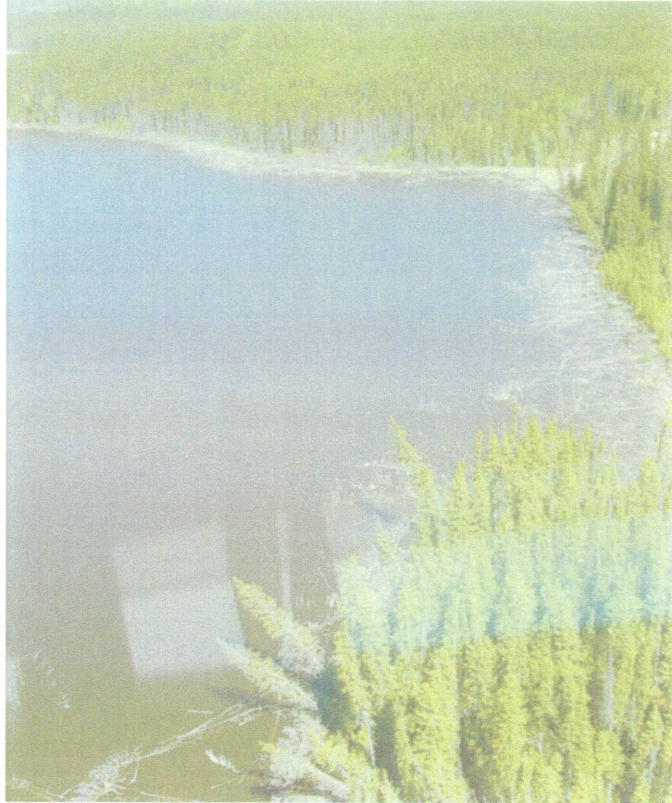
Notice the eroded shoreline; trees and land that fall into the murky water.

This a direct impact resulting from the CRD of the 1970's.

A remnant of an island directly adjacent to NCN.

Erosion is caused devours the land, sinking whole islands





Shoreline at *Wuskootim-mis-sah-gay-guhneeg*, taken June 2005.

Debris consists of full sized trees which have fallen into the water.

Fluctuating water levels results from the raising and lowering of water levels at various structures (dams) controlled by Manitoba Hydro.

Shorelines such as those shown above are not restricted to the territory surrounding and including Nisichawayasihk. Similar impacts are common to other Cree lands in the north affected by the same industry:



*Misti Bistick* (Grand Rapids) is what this river was called in Cree; giving the adjacent town, Grand Rapids, its name.

All that is left of this once mighty river is this feeble trickle.



Photo by K. Graham

Taken in June 2006, this image reveals the stress to and the land and waters in the territory of Pimicikamak, near Cross Lake, Manitoba. Trees in the background are in the process of drowning out



Photo by K. Graham

Debris lined shore at Sipewisk Lake, (Pimicikamak territory). June 2006.



A further consequence of eroding shorelines, and perhaps the most disturbing is the desecration of gravesites as illustrated by this image<sup>34</sup>:



Exposed gravesites, South Indian Lake (July 2003). The picture above shows five exposed graves. The graves were originally approximately 250 yards from the shoreline prior to hydro development flooding their community. The estimated area that continues to erode each year is the size of the city of Winnipeg. The erosion is continuous and has not stabilized as Manitoba Hydro has claimed.

**Just Energy (2006)**

The varied images displayed here reveal the impact of industry activities on land and waters in territory of *Nethowe-Ithinewuk*. Environmental damage, disappearing shorelines and the contamination is caused by the operation of the various generating stations and control structures located throughout the territory. An important note is that the photos shown here are of communities that are geographically distant from one another<sup>35</sup>. With “a total of 14 generating stations” (Manitoba Hydro, 2005, Front insert) littered throughout the north, serious environmental impacts cannot be viewed or treated as localized to one area. The environmental impacts are not and cannot be limited to merely one or two communities, the length of the hydroelectric system

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<sup>34</sup> The Just Energy campaign, undertaken by ME3 in Minnesota is now called Fresh Energy.

<sup>35</sup> Refer to illustrations in chapter One; the communities referenced here can be located on the maps contained in this chapter.

which spans several major waterways are affected in much the same manner as is demonstrated in the images here.

The physical consequences to land and water, such as those depicted in the preceding pages, has me questioning how NCN will answer to other Indigenous peoples and communities who may at a later time find themselves affected by the so-called “development” of Wuskwatim. Just as there were many “unforeseen”<sup>35</sup> circumstances associated with the CRD, it is quite possible to assume that similar “unforeseen” effects will occur with the Wuskwatim project, and these are issues that NCN as a “partner” may have to contend with in coming years.

Considering the extent of existing environmental impacts resulting from the existing industry activities, I am left to question how NCN, as an Indigenous community possessing a distinct cultural teachings and worldviews, especially in regards to the land where unlike European society the land is not viewed as a thing to be conquered and sowed, can justify in its role as foray into the dam industry. Can the rebuttal of the proponents, premised on economic tradeoffs, justify the active role of NCN as dam builders who help damage the environment? Moreover, as dam “owners” do we instantly inherit the existing “environmental slum”<sup>36</sup> which has been created by the earlier round of hydroelectric “development”?

The Wuskwatim project places NCN in a position, where in order to “prosper,” we have to allow our medicines, burial sites, histories and other significant

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<sup>35</sup> Language used in the Northern Flood Agreement.

<sup>36</sup> Mr. Nelson Miller of Pimicikamak Okimawin has used this term to describe the impacts of hydroelectricity production in his territory.

cultural effects to be destroyed, just so we can repay our “debts”<sup>37</sup> and ensure our place as benefactors. NCN has the opportunity to do much more than establish “a historic legal partnership” (Nisichawayasihk Cree Nation, 2006, 4); in the process, we open new flood gates to further capitalist practices and ideologies. Developers have now acquired the access (and our participation) in its expansionist vision.

### **Silent Dispossession**

The final area of consideration in this chapter involves the Project Development Agreement, the business contract between NCN and Manitoba Hydro, in particular along with the partnership arrangement that has been established as part of the Wuskwatim project. Of particular concern is the mirage of NCN becoming partial business or co-owners in the endeavor.

While NCN, through the Tuskinigap Power Corporation, incurs its share of expenditures related to construction and other costs associated with the project (thereby implicating NCN as active participant in the construction of the project) and assumes a limited equity risk in buying into the deal, the community has no influence or participation in active “day-to-day” decision making, that process is fully vested in Manitoba Hydro through its own company in the partnership (Nisichawayasihk Cree Nation *a*, 41). Similar to previous interactions with the utility, NCN is simply expected to hand over control. As a limited partner in the venture, NCN “agrees not to make day-to-day decisions about how the venture is run. In return, [it] is protected from risk. If the venture is profitable, [it] gets a share of the profit. If the venture is

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<sup>37</sup> This is in reference to the equity partnership between NCN and Manitoba Hydro; NCN’s debt could amount to \$84 million.

not profitable, the worst thing that can happen...is that it loses the investment" (Ibid.). Losing the investment on NCN's part would be a great loss to the community considering NCN's anticipated contribution amounts to at least \$84 Million (Nisichawayasihk Cree Nation b, 7) and may subject to increase. \$84 Million is a substantial sum for an impoverished community to loose, is not simply a loss that can be minimized. Unlike Manitoba Hydro, NCN has scarce and limited resources. The money that it will go into the project is likely a share of compensation that NCN acquired through its 1996 Implementation Agreement.

Since the Wuskwatim PDA is thoroughly technical and massive and "difficult to read even for lawyers" (Nisichawayasihk Cree Nation c, 3), coupled with the fact that I am not professionally trained in reading legal documents, consideration of the clauses that follows is limited to a theoretical and academic nature; having said that, even those with an untrained legal eye can see that the PDA contains clauses are causes for concern.

Recall that Hydro obtained authorization to begin exploration of "Future Development" through NCN's 1996 Implementation Agreement (Article 8), which among other things, ensured that NCN would at least be involved in future exploration processes. The Agreement also established that the costs for such exploration would be incurred by Hydro, but these costs (commencing in April 2002) are now being partially incurred by NCN through its participation in the partnership (Nisichawayasihk Cree Nation c, 6). On this matter the PDA reads:

“2.3. On the **Date of this PDA** all of the direct and indirect costs associated with the **Wuskwatim Project** of whatever nature or kind incurred by **Hydro** prior to the **Date of this PDA**...including, without limitation, the unamortized portion of all planning and engineering studies and licensing costs as at March 31, 2002...and all advances of **Wuskwatim PPT Funds** [training monies] and all negotiating and consultation costs, including all of **NCN's Future Development Costs**...will be considered costs of the **Wuskwatim Project** and are hereby transferred and set over to the **Limited Partnership** and the **Limited Partnership** hereby and accepts the same [sic]...” (2006, 28).

Once again, as in agreements made before, Hydro has made promises then contravened them. The Wuskwatim project and the processes associated with the endeavor are packed with examples of an imbalance of power which is characteristic of colonizing processes (colonialism).

Another demonstration of a colonizing process (colonialism) in the PDA (2006), which does more than bind NCN to the project, Article 2.4 which states that NCN will not obstruct the project: “...NCN and TPC will not object to the development of the **Wuskwatim project** and will provide reasonable and practical support for the development of the **Wuskwatim Project** [sic]...” (28). Another attribute illustrating the imbalance of power contained in the PDA, and in keeping with a colonial tradition, is the manner in which ambiguities are created, as is the case Article 6.2, “Project Description Subject to Change.” This clause (and the subsequent clauses that must be referred to) deals with proposals or breaches in project design, which could be especially detrimental to NCN if Hydro decided it wanted to change the design of the project. It appears as though Hydro has room to change fundamental features without the community input through the series of clauses dealing with changes to project design. Article 6.2 reads:

“... As the final design for the development of the **Wuskwatim Project** progresses and construction occurs, the project description as set forth herein may be changed by the **Limited Partnership** from time to time as the **Limited Partnership**, *in its sole discretion*, deems appropriate, in accordance with engineering, economic, environmental criteria...provided that no change which would result in a material change to a **Fundamental Feature**...shall be made without the prior written agreement of **NCN** and **TPC**, acting jointly. If the **Limited Partnership** and **NCN** and **TPC** are unable to agree on whether any proposed change or changes would result in material change to a **Fundamental Feature**, the matter may be referred to dispute resolution by either **NCN** and **TPC**, or the **Limited Partnership**...” (Emphasis mine, 43).

A trail of articles, clauses and schedules referenced in PDA, in regards to proposed project design dealing with Fundamental Features, eventually leads to Article 6.2 in the NCN Adverse Effects Agreement (Schedule 11-1). The former clause is designed to “address impacts that might arise in the event that the Wuskwatim Project is operated in a manner which breaches a fundamental operating feature [Article 2.10] established in the PDA...where [a breach] cannot be avoided or mitigated, compensation [is provided]” (Nisichawayasihk Cree Nation c, 72). Here, in 6.2 of the PDA, is another example of the utility to exercising unilateral decision making abilities, but this time in regards to the project design. It appears as though an opportunity has been created where the Hydro (the proponents) can breach a fundamental feature then, in response, the infraction can simply dealt with through compensation. The final and most serious issue arising from the PDA pertains to article 26.7 which reads:

“Nothing in this **PDA** is intended to alter aboriginal or treaty rights of **NCN** or other aboriginal peoples recognized and affirmed under the Constitution Act, 1982, *except to the extent that*, in respect of the **Wuskwatim Project**, *NCN has expressly consented to this PDA and the transactions contemplated by this PDA on the terms and conditions set out herein*” (Emphasis mine.vol.1, 116).

“Aboriginal” peoples in Canada occupy a legally distinct position within the country’s constitutional fabric. The origin of “Treaty” and “Aboriginal” “rights” discourse and language is rooted in part in the historic and legally binding treaty era, where treaties were signed between various Indigenous peoples and the Crown throughout Canada’s early beginnings in the 1870’s. The treaty of particular importance to this discussion is Treaty Five, which was signed in two distinct waves: 1875 and 1908-1910<sup>38</sup>. The reason for the inception and endorsement by Crown in regards to the treaties was that government needed to settle the issue of land title in order to settle and later “develop” land.

Treaty Five covers roughly two-thirds of Manitoba and includes more than 27 “Indian” Band signatories in Manitoba alone. Like the other numbered treaties, Treaty Five (1875) allowed the settlers to access and utilize land. But in the case of Treaty Five, settlers also gained access to various critical waterways including Lake Winnipeg and the Saskatchewan River which were at the time key navigational routes connecting eastern Canada to the West via the Saskatchewan River. The importance of access to water routes is highlighted in Alexander Morris’ accounts of the treaty making era and internal governmental communication directs treaty makers to “extinguish” title around Lake Winnipeg for this reason.

In Morris’ accounts (1991), the Minister of the Interior reported that “it was essential that the Indian title to all the territory in the vicinity of the lake should be extinguished so that the settlers and traders might have undisturbed access to its waters, shores, islands, inlets and tributary streams” (144). In keeping with the

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<sup>38</sup> See Morrison and Coates (1985) for further reading on the particular issue and historic background relating to Treaty Five.

original purpose of treaty making (“undisturbed access”), the adhesions (1908-1910) to Treaty Five also cleared the way but in this instance the right of way was cleared for a railway which would link north and south (Morrison and Coates, 1986, 62, 66).

In spite of the contemporary disparate understandings or interpretations surrounding the Treaties, what remains from this period is a powerful and legally binding document: the treaty. As stated earlier, Treaty and “Aboriginal rights” are also entrenched and protected under Canada’s constitution, and coupled with the fact that Supreme Court decisions in recent decades pertaining to Treaty and Aboriginal rights, the place and significance of those rights has become increasingly affirmed.

While certain governmental obligations have their birth in the treaties, it should be noted that not all “Aboriginal” rights derive from treaties. The point is that much legal ground has been gained in recent decades; no doubt this happened only through determined resistance and patience on part of “Aboriginal” peoples. With the passing of the PDA containing Article 26.7 which allows the corporation to outright undermine the treaties, I am left to wonder what this move may entail for the future of Aboriginal and Indigenous rights and for the movements and advances that been achieved thus far.

A public debate occurred just prior to the referendum vote that took place in NCN in June 2006, with the legal issues resulting from the PDA surfacing in newspaper editorials. The Wuskwatim proponents vehemently refuted claims that Treaty rights would be affected. Chief Primrose’s May 23<sup>rd</sup> editorial (Winnipeg Free Press), written in response to Treaty and Aboriginal rights expert, Dr. Kulchyski’s initial editorial on the potential legal consequences of the PDA, stated that “First



Nations people should not be alarmed. The PDA doesn't contain any legal language to suggest that their treaty rights are at risk...according to an independent legal advisor." Yet the Project Development Agreement states in the black letter that the Treaty will be affected. Those who attempted to reduce the significance of the Treaty infringements contemplated in the PDA cited that they had legal advisors whose judgment they "trusted." It does not take a lawyer to recognize that trouble is on the way in regards to the clause in question. Again, here is what the PDA says about derogation of Treaty rights:

26.7 Nothing in this PDA is intended to alter aboriginal or treaty rights of NCN or other aboriginal peoples recognized and affirmed under the Constitution Act, 1982, *except to the extent that*, in respect of the **Wuskwatim Project**, *NCN has expressly consented to this PDA and the transactions contemplated by this PDA on the terms and conditions set out herein*" (Emphasis mine. 2006, vol.1, 116).

Article 26.7 of the PDA clearly states that rights will be impacted and even breached "where NCN has expressly consented", which was the effect of a 'yes' vote and ratification of the agreement.

The Chief wrote also wrote in editorial cited earlier that "all matters relating to treaty or aboriginal rights have been carefully considered by the federal and provincial governments". The same governments that the Chief cited have been the main violators of treaty rights, why should NCN suddenly start trusting governments to protect their treaty rights? It is either extremely naïve or extremely duplicitous to suggest governments' 'careful consideration' of our rights is somehow a good thing.

Article 26.7, outlined above, could result in serious implications for the larger Treaty community. While the particular article cited pertains explicitly to NCN "in relation to the Wuskwatim Project," one might not immediately consider any

potential implications on the larger Treaty 5 collective, or the larger Treaty collective in general. The inclusion of the wording “*other aboriginal peoples* recognized and affirmed under the Constitution Act, 1982,” in Article 26.7 (Emphasis mine, 116), suggests a recognition of the larger treaty collective. As such, I am puzzled by the movements NCN has made to “derogate” the treaty based rights of the larger collective as implied, or at least recognized, in the aforementioned article. Furthermore, how was/is Manitoba Hydro able to affect a collective based right (Treaty 5) without proper and meaningful consultation or consent of the larger collective<sup>39</sup>.

While at first glance it may seem insignificant that NCN’s treaty rights are being affected in NCN’s territory with its “consent,” another concern emerges: how can a provincial corporation, a business, get away with derogating rights by superseding federal jurisdiction and a historic relationship? Since the rights in question are collective rights that do not exist individually, community by community, it is quite reasonable to point out and consider potential implications of Article 26.7 on the larger treaty collective. What kind of precedent has been set when a corporation is permitted to alter and affect treaty and aboriginal rights of a single community?

Despite various claims that there has been a break from historical practices and processes involving the hydroelectric industry<sup>40</sup>, the contention here is that there has in fact been little meaningful transformation in process and implementation.

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<sup>39</sup> Industry literature and various Wuskwatim related literature suggest that there has been extensive “consultation” but despite this claim, it is the position of the author that there has been a lack of meaningful participation and that the consultation process may have in fact been used as tool of propaganda.

<sup>40</sup> See for this position for example Manitoba Hydro’s Webpage: [www.hydro.mb.ca](http://www.hydro.mb.ca)

Contrary to what has been printed in various ways throughout the entire Wuskwatim ordeal, no “community driven process” guided the highly acclaimed and much anticipated Wuskwatim project. The corporate takeover of the Wuskwatim deal and indeed the community proceeded with barely a word of dissent.

In keeping with the successful strategy of throwing money into the impoverished Indigenous communities, perhaps to pacify resistance, major financial capital was again dispensed to NCN throughout the Wuskwatim process resulting in a most favorable outcome for the proponents in the recent Wuskwatim referendum<sup>41</sup>.

While there may have been a superficial change to the overall arrangement involving dam building, with NCN acquiring the opportunity to become a business partner in the Wuskwatim dam, and while there may have been ostensible involvement with negotiations in the drafting of terms and conditions of the PDA, the overall process mirrors a sustained process of colonialism and with the process highlighted by Waldram earlier in this dialogue remaining intact. The community of NCN was seduced by corporate interests. The ultimate consequence was that the utility acquired the right to build additional dams; only this time they are actively recruiting the very communities that have suffered through its previous round of activities.

Several considerations were taken into account in this chapter including critical analyses of the overall processes related to the latest proposal by Manitoba Hydro, the Wuskwatim project, which has been stated to espouse processes rooted in a colonial agenda. This was followed by reflections informed or rooted in cultural and

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<sup>41</sup> A referendum vote occurred in June of 2006. This was an organized vote by eligible NCN members eighteen years old and older deciding if the Chief and Council could endorse the Wuskwatim Project Development Agreement. The result of the referendum saw the PDA endorsed in June 2006.

environmentally based analyses of NCN's position as Indigenous peoples and dam builders, and finally several aspects related to the business proposition as embodied within the Project Development were considered. The articles examined here signify that little has changed in terms of the tactics undertaken by industry to secure the right to operate and expand its enterprise; money is still an effective method to ensure that the dams get built. The process resulted in a silent dispossession of Treaty and Indigenous rights, though the proponents inadvertently arrived at this place.

#### **Part Four: Some Final Thoughts**

The Wuskwatim deal which is the focus of this work has been publicized as espousing a potential economic step forward for NCN and quickly developed into a PR campaign signifying an improved rapport between Manitoba Hydro and “Aboriginal” communities in the region most directly affected by its hydroelectric activities. But as has been stated throughout the body of this work, the contemporary practices of the hydroelectric industry reflect a deeply rooted colonial agenda which has had the effect of continuing the exploitation and subjugation of numerous Cree peoples in industry’s project regions.

This work began with an introduction that incorporated a theoretical criticism on the power of representation, and of “myth-making” in particular. This was followed by a brief discussion on “alternative stories” and it was suggested that this exercise was an alternative story confronting the Historical narrative created by industry, which has in many ways erased the Cree experience. The second chapter contained the necessary précis for gaining an understanding the hydro network in northern Manitoba and provided, as concisely as possible, a chronology of industry’s activities in the study region. The review included both a historical account of industry activity as well as a rendering of the contemporary situation relating to Wuskwatim. The focus eventually became the Wuskwatim project and the process and general objectives of this proposal were conveyed. Because of the volume of information that was conveyed in this contextualizing chapter, little to no critical analysis was presented as application of any analysis may have produced unnecessary disorder.

Once the information required to understanding the current situation relating to the Wuskwatim project was communicated, analysis was possible and closer examination of the Wuskwatim project, including aspects of the business arrangement, unfolded in Part Three. The central theoretical contention here was that the process associated with the business venture mirrored a familiar process of colonialism and attributes or features concerning that colonizing process were discussed.

Concerns related to NCN's foray into the Wuskwatim were considered from cultural and rights based perspectives and included discussion on NCN's location as an Indigenous community and a Treaty community engaged in dam building. Key issues surrounding this dialogue included environmental and cultural based concerns that arose from NCN's role and participation in the Wuskwatim endeavor as Indigenous people. Finally, the rights-based implications of the Project Development Agreement were briefly examined, as was the general arrangement of the business structure. It was reiterated throughout this work that the processes associated with securing the Wuskwatim project and PDA the particular reflected a process of colonialism.

The views expressed here were not intended to condemn the developers, or those NCN negotiators who assisted in the Wuskwatim process. Instead the intention was to draw light on the various issues and practices related to industry's activity in the north which receive minimal, if any, coverage. The unrelenting assault on Cree land and culture in the pursuit to harness the waters in the north, largely by outside interests, namely governments and the hydro industry, must be told.

Little to no thought was given to the hydro affected communities prior to and during construction with the initial wave of industry's activities; in fact the communities were but afterthoughts in the first wave of "development" and the developers refused to consider the Cree until they were compelled to. Many, including some Indigenous peoples themselves, proclaim that the newest round of "development" differs drastically from industry's earlier pursuits, but as has demonstrated in this work, not only has little changed, the communities are now placed in positions where they undermine themselves as Indigenous and "Aboriginal" communities. The land, waters and people in the affected territory become but trivial casualties in the south's desire to "harness" the waters' power. The numerous consequences resulting from the environmental devastation are daily realities that are rarely seen by those in the south.

There is no doubt that the Wuskwatim endeavor embodied a lengthy and involved process, but participation in the process was limited to a select cluster of privileged individuals on both sides of the deal. NCN community members themselves had little influence on the process despite claims that they were "fully involved and fully informed." The extent of their "participation" was instead limited to instances where they used for the Project's public relations purposes; that is, when lavish "open houses" or consultations (photo opportunities) were had in Winnipeg, Thompson and, not quite so extravagantly, in the community demonstrating that the community was being consulted. Instances such as these merely confirm that the processes of colonization are still in use where the production of hydroelectricity in northern Manitoba is concerned.

The Wuskwatim “partnership” is not much of a “deal” once one begins to consider the fine print in the PDA. Not only does it reflect an imbalanced arrangement, that will create a huge debt load and undermine NCN’s collective, Treaty-based “Aboriginal” rights, it also requires NCN consent and participation in a process that further destroys the lands and waters effectively placing NCN members in a position where, in order to “prosper,” we have to allow our medicines, burial sites, histories and other significant cultural effects to be destroyed, just so we can repay our “debts” and ensure our place as beneficiaries.

The Wuskwatim project should not be viewed as necessarily a triumph for “First Nations<sup>42</sup>,” which is what industry, governments and some Indigenous peoples themselves have claimed; rather, it should be seen for the cunning manipulation it entailed. A quick glimpse at the processes used in the Wuskwatim projects uncovers a tradition of colonialism based on the goal of assimilation and the aim of dispossessing Indigenous peoples of their lands and location as a people with distinct rights. The process also entailed a degree of exploitation which left the community subjugated and intimidated. The processes associated with the endorsement of the project reveals colonization in practice.

Instead of putting our faith, money and position as Indigenous peoples on Hydro’s table (again), the NCN negotiators could have put their faith in their Treaty-based rights and position to demand a share of the revenue generated in NCN territory. In doing so, they could at least have ensured that the utility observe genuinely environmentally responsible practices thereby protecting our medicines,

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<sup>42</sup> This term, while it may be used more out of political correctness, is really a euphemism for “Indian;” it is utilized largely in reference to “Indian Reserves” and Status “Indians”



burial sites, histories and other significant cultural effects. Using our legal rights in this manner and demanding a share of the tens of millions that went to the province in water-rental fees, which amounted to more than \$100 million last year alone (Manitoba Hydro 2006, 75), may have allowed the community to access some of the much needed economic opportunities without placing itself in such a compromising position.

The bait for the Wuskwatim deal encompassed the invariable lure of jobs, collective betterment, prosperity; the usual. The enticing potential presented to NCN is all too familiar. These sorts of promises date not only to the more modern hydro-related agreements that were signed with governments and Manitoba Hydro in the seventies, but date as far back as the Treaties and even the fur trade. Promises of collective community and economic betterment were already made by Hydro when our lands were flooded in the seventies. These have yet to materialize.

A variety of agreements, guarantees and assurances have flowed across many bureaucratic tables throughout industry's presence in the north, which were undoubtedly infused, guided and accepted with great hope and anticipation. Wuskwatim is no different. Many expect prosperous, short-term economic benefits — as if money will somehow cure the effects of colonialism that abound in the community. In this newest round of hydro “development,” the impoverished state of our community was used to hook us in. But what impoverished community would turn away the lure of jobs and economic prosperity? Industry, along with NCN, could have embarked on a truly innovate journey; instead, the deal represents a colonial continuum.

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