

nfa

**northern
flood
agreement**

E7B.M25
C3635

Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Canada

THE NORTHERN FLOOD AGREEMENT

The Northern Flood Agreement (NFA) is a four-party Agreement negotiated in 1977 to compensate five Manitoba Indian Bands for the adverse effects on their environment of a hydro-electric development project in Northern Manitoba.

The Northern Flood Agreement was signed December, 1977 by:

Province of Manitoba
Manitoba Hydro
Northern Flood Committee
Canada

To compensate the Reserve residents of:

Cross Lake
Nelson House
Norway House
Split Lake
York Landing

For adverse effects to their lands and lifestyle resulting from the:

Lake Winnipeg Regulation and
Churchill/Nelson
River Diversion
Project

The Province of Manitoba and Manitoba Hydro are signatories to the Agreement by virtue of being the proponents of the Project. The Northern Flood Committee negotiated the Agreement on behalf of the five Bands, whose members ratified the Agreement in March, 1978. Canada is a signatory to the Northern Flood Agreement by virtue of its responsibility for Status Indians and because some of the land affected by the Project was federal crown land reserved for Indians.

Overview

During the 1960's the availability of water in Manitoba became a major issue. Manitoba Hydro generated additional power on a large scale project on the Lake Winnipeg River at Churchill/Nelson River. Basically, this project involved the diversion of water from the Lake Winnipeg River into the Nelson River and the regulation of Lake Winnipeg.

As a result of the project, thousands of acres of land in the five Reserves were flooded. Approximately 7,560 native people living on the five Reserves were affected. The Project also had serious effects on the water levels of the Manitoba rivers, situated either within or adjacent to the areas traditional fishing, hunting, and environmental concerns. The Project also had serious effects on the 7,560 native people living on the five Reserves.

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Indian and Northern Affairs Canada
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The Northern Flood

THE ARTICLES:

- 1 Definitions
- 2 General Provisions
- 3 Land Exchange
- 4 Land Use
- 5 Navigation
- 6 Quality of Water
- 7 Cemeteries and Objects of Cultural Significance
- 8 Maps
- 9 Notice to Parties
- 10 Minimization of Damage
- 11 Accident, Disability and Life Insurance
- 12 Community Infrastructure

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Canada. Dept. of Indian Affairs
NFA

DATE DUE
DATE DE RETOUR

AUG 14 1987
AUG 13 2008

MAY 17 1988

JUN - 9 1988
NOV 22 1990

OCT 28 1992

SEP - 9 1993
OCT 13 1993

NOV 23 1993

JAN - 3 1994

SEP 23 1994

NOV 22 1996

16 DEC 1998
13 JAN 1999

5 MAR 2004

LOWE-MARTIN No. 1137

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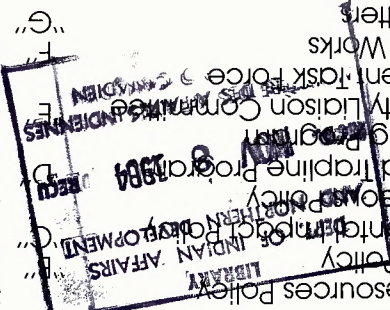
The Northern Flood Agreement

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Overview

During the 1960's, the need to increase the availability of hydro-electric power in Manitoba became evident to both Manitoba Hydro and the Province. To generate additional power, a large-scale project was undertaken — the Lake Winnipeg Regulation and Churchill/Nelson River Diversion Project. Basically, this project provided for the diversion of water from the Churchill River into the Nelson River watershed and the regulation of water flowing out of Lake Winnipeg.

As a result of the Project, about 528,000 acres of land in northern Manitoba were flooded. Approximately 11,681 of the flooded acreage affected Reserve lands at Cross Lake, Nelson House, Norway House, Spill Lake, and York Landing. The Reserve area flooded represented 19 percent of the total lands of these five Reserves.

The Project also effected changes to the water levels of several northern Manitoba rivers, lakes, and streams situated either within the Reserves or areas traditionally used by residents for fishing, hunting, and recreation. These have serious effects on the way of life of the 7,560 native people (1982 population) living on the Reserves and surrounding Crown lands.

To ensure those residents living on Reserves adversely affected by the Project would be dealt with equitably, the Northern Flood Agreement was signed (December, 1977) by the Province of Manitoba, Manitoba Hydro, Canada, and the Northern Flood Committee (representing the Indian Bands of Cross Lake, Nelson House, Norway House, Spill Lake and York Factory).

The Northern Flood Agreement, ratified by the Bands in 1978, sets out specific and general obligations and undertakings for all the signatories. In addition, it provides for the appointment of an Arbitrator who is responsible for hearing any claim or dispute among the signatories over matters either attributable to the Project or the implementation of the Agreement.

By virtue of its responsibility for Status Indians and because Reserve lands are affected by the Project, the Government of Canada is committed to assisting the Bands obtain their entitlements under the Northern Flood Agreement and to facilitating cooperation among the signatories so that improved social and economic conditions are achieved in the Bands' communities.

THE NORTHERN FLOOD AGREEMENT

nfa

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news release

FUNDING FOR NORTHERN FLOOD BANDS

Thompson, Manitoba (July 11, 1984) -- The Honourable Lloyd Axworthy, Minister of Transport announced today on behalf of The Honourable Douglas Frith, Minister of Indian and Northern Affairs that cabinet has decided to accelerate federal action on the Northern Flood Agreement. The Federal Government intends to provide leadership by meeting its own obligations, Mr. Axworthy said.

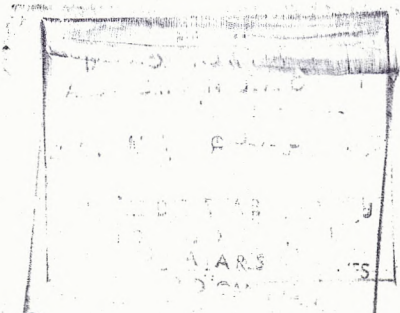
The four-party Agreement was negotiated in 1977 by the Province of Manitoba, Manitoba Hydro, Canada, and the Northern Flood Committee to compensate five Manitoba Indian Bands (Cross Lake, Nelson House, Norway House, Split Lake and York Factory) for the adverse effects on their environment of a hydro-electric development project in Northern Manitoba.

Mr. Axworthy said cabinet has decided to undertake a five year program to construct a comprehensive water and sewer disposal system on each reserve. The program, estimated to cost \$57 Million, will ensure the continuing supply of potable water that meets federal health and safety guidelines. Appropriate cost-sharing arrangements will be negotiated with Manitoba Hydro in accordance with the Northern Flood Agreement.



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Canada

Federal funds will be provided to each of the five Bands for a community planning and development officer. In addition, Canada will negotiate with Manitoba to share the cost of joint community development planning committees. Canada will also provide \$500,000.00 per year to continue support of the Northern Flood Committee, which represents the five Bands.

"Canada will also continue to fully assist the Bands in their efforts to encourage Manitoba Hydro and the Government of Manitoba to fulfill their obligations under the Agreement," Mr. Axworthy said.

"Cabinet has confirmed that a federal interdepartmental committee is being established to coordinate federal activity and to assist the Bands to maximize the benefits that accrue to them as a result of the Northern Flood Agreement," Mr. Axworthy said.

In addition, Canada will monitor mercury levels and examine the recommendations of the Lake Winnipeg Study Board to determine those which should be implemented, in particular ecological and social economic monitoring.

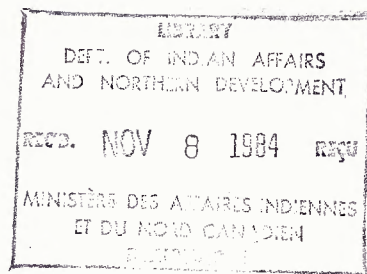
The total cost of the above obligations to all parties is estimated to be \$70 Million. Negotiations will be undertaken with the Province and Manitoba Hydro to agree to appropriate cost-sharing in line with the Northern Flood Agreement.

Mr. Axworthy said he supports the expressed concerns of the Northern Flood Committee of the impact of the hydro project on their traditional lifestyle and environment and hopes to meet with them to discuss the development of joint action plans on the specific issues involved.

CONTACT: Glenn Bloodworth
Director
Manitoba Resource Development Impacts Office
(204) 949-3334

ISSUES AND OBLIGATIONS



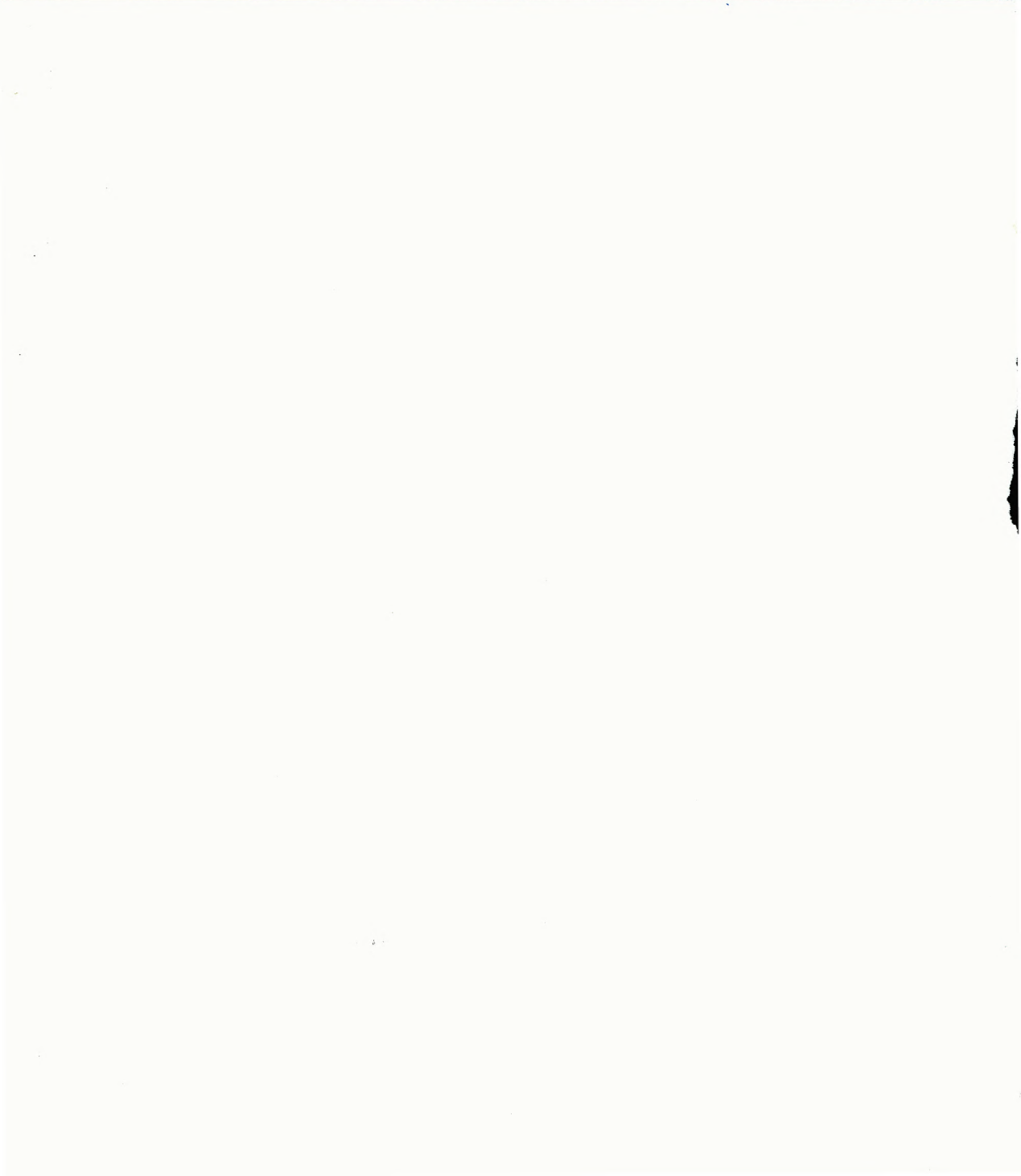
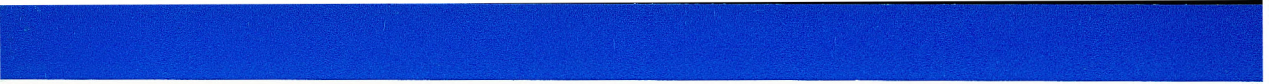


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Manitoba 1984

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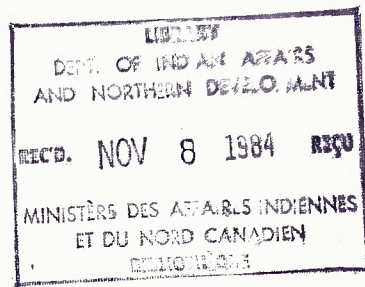
NORTHERN FLOOD AGREEMENT
ISSUES AND OBLIGATIONS

A
SUMMARY
OF THE
AGREEMENT

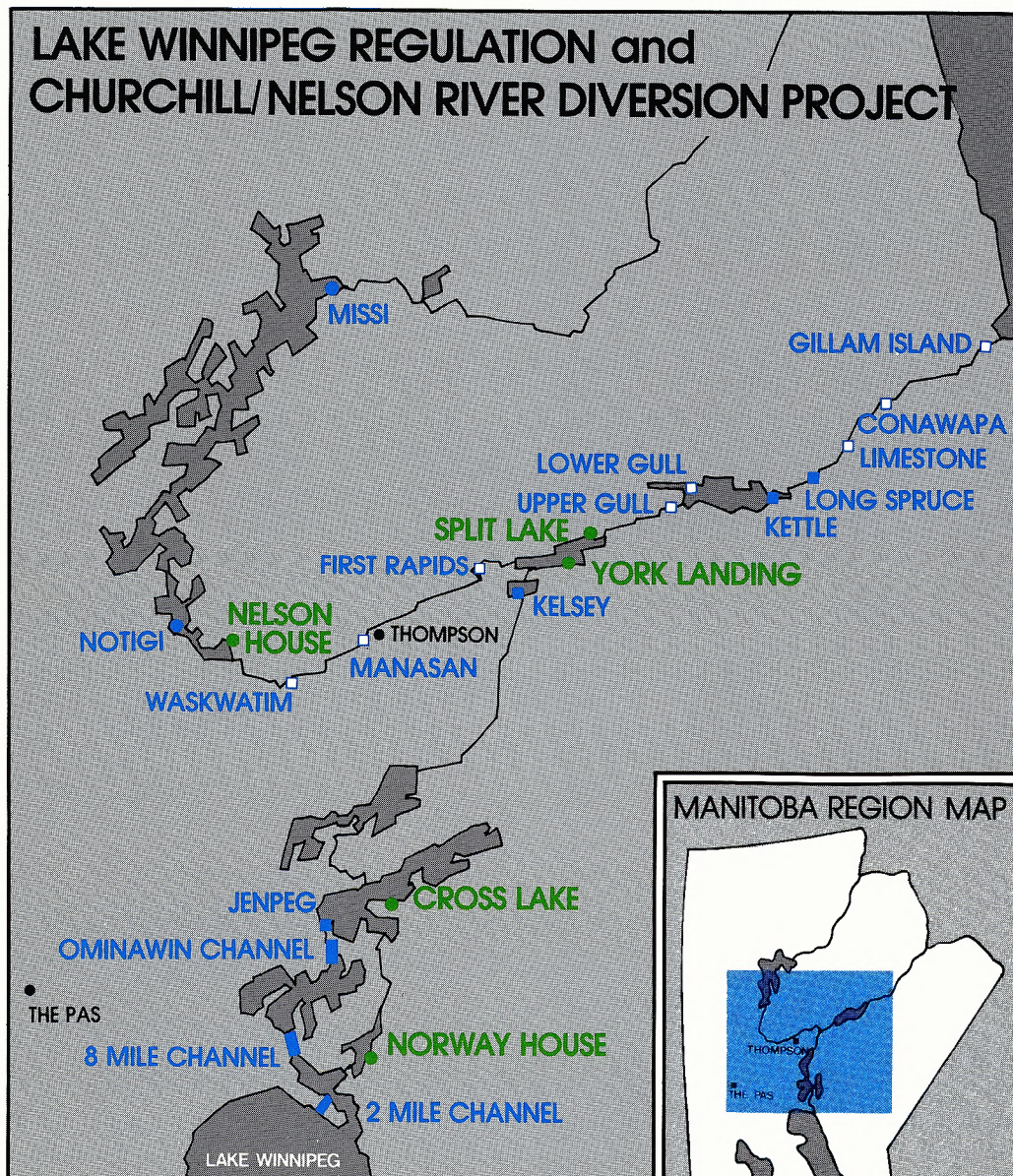


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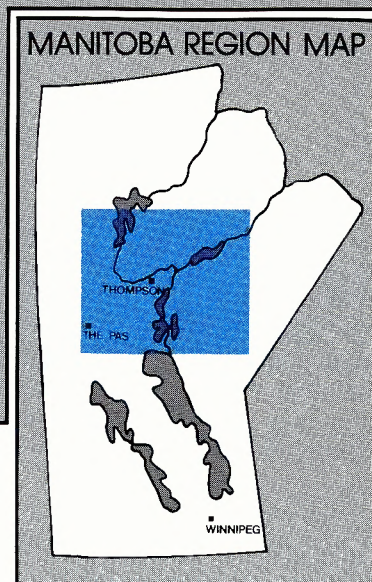
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LAKE WINNIPEG REGULATION and CHURCHILL/NELSON RIVER DIVERSION PROJECT



- NORTHERN FLOOD AGREEMENT BAND
- GENERATING STATION
- PLANNED GENERATING STATION
- ▬ DIVERSION CHANNEL
- CONTROL STRUCTURE



During the 1960's, the need to increase the availability of hydro-electric power in Manitoba became evident to both Manitoba Hydro and the Province. To generate additional power, a large-scale project was undertaken — the Lake Winnipeg Regulation and Churchill/Nelson River Diversion Project. Basically, this project provided for the diversion of water from the Churchill River into the Nelson River watershed and the regulation of water flowing out of Lake Winnipeg.

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The Project also effected changes to the water levels of several northern Manitoba rivers, lakes, and streams situated either within the Reserves or areas traditionally used by residents for fishing, hunting, and recreation. These environmental changes continue to have serious effects on the way of life of the 7,560 native people (1982 population) living on

the Reserves and surrounding Crown lands.

To ensure those residents living on Reserves adversely affected by the Project would be dealt with equitably, the Northern Flood Agreement was signed (December, 1977) by the Province of Manitoba, Manitoba Hydro, Canada, and the Northern Flood Committee (representing the Indian Bands of Cross Lake, Nelson House, Norway House, Split Lake and York Factory).

The Northern Flood Agreement, ratified by the Bands in 1978, sets out specific and general obligations and undertakings for all the signatories. In addition, it provides for the appointment of an Arbitrator who is responsible for hearing any claim or dispute among the signatories over matters either attributable to the Project or the implementation of the Agreement.

By virtue of its responsibility for Status Indians and because Reserve lands are affected by the Project, the Government of Canada is committed to assisting the Bands obtain their entitlements under the Northern Flood Agreement and to facilitating cooperation among the signatories so that improved social and economic conditions are achieved in the Bands' communities.

The Northern Flood Agreement addresses a number of specific, yet interrelated, issues in areas such as environmental impacts, traditional pursuits, land entitlement, community infrastructure, community planning and employment development.

These issues, and the obligations of the signatories related to these issues, are the subject of the 25 Articles and 8 Schedules of the Northern Flood Agreement.

1	Definitions	14	Policy Matters
2	General Provisions	15	Wildlife Resources Policy
3	Land Exchange	16	Planning Policy
4	Land Use	17	Environmental Impact Policy
5	Navigation	18	Miscellaneous Policy
6	Quality of Water	19	Registered Trapline Program and Fishing Program
7	Cemeteries and Objects of Cultural Significance	20	Community Liaison Committee
8	Maps	21	Employment Task Force
9	Notice to Parties	22	Remedial Works
10	Minimization of Damage	23	Other Matters
11	Accident, Disability and Life Insurance	24	Arbitration
12	Community Infrastructure	25	Duration and Successors
13	Additional Clearing		

Article 1

Article 1

Definitions*

This section describes the meaning to be given to words or terms used in the Northern Flood Agreement. There are technical terms which may not be familiar to the general reader, or common words which have a specific meaning in the Agreement.

Resident - Any individual person who is a member of one of the 5 Bands and whose principal residence is on the Reserve.

Person - Someone who is a member of one of the 5 Bands or any group, unincorporated association, or corporation whose membership is wholly or substantially made up of Band members.

Community - All persons resident on a Reserve; (non-treaty Indians and Métis whose residences are adjacent to a Reserve are not included in this definition).

Settlement - This includes "community" (Reserve residents) as well as non-treaty Indians and Métis whose residences are adjacent.

Severance Line - The Hydro Project has caused some Reserve lands to be flooded. Generally,

the change to water levels has differed for each Reserve. The height of the water has varied depending on Hydro operations, the time of year, wind, and other factors. There is, however, a height of land on each Reserve beyond which the waters are not expected to rise. This upland boundary is referred to as a "severance line". As a general rule, no new building is to be constructed below the severance line because of the possibility of flooding, and owners of buildings constructed below the line before the signing of the Agreement are to be compensated should they be adversely affected.

Static Inundation Level - The height to which the water may rise, with wind effects eliminated; this is lower than the severance line.

Easement Land - This is the land between the severance line and the shoreline and therefore subject to flooding.

Affected Lands - This is another term for "easement land".

Easement - The Agreement requires that, for every acre of land subject to flooding ("easement land"), the Province is to transfer 4 acres of land to Canada, to be set aside as

Reserve land. When this transfer of land to the Reserve takes place, Canada will grant to Hydro a legal "easement" which allows Hydro to flood the "easement land" without being liable for any loss or damage to the land caused by this flooding. The "easement" will also authorize Hydro to enter the Reserve to access the "easement land" in order to carry out bank protection and maintenance, etc.

Mitigatory Measure - This refers to any action taken to prevent, reduce, or ameliorate an adverse effect of the Hydro Project.

Remedial Measure - This refers to any action taken to enhance, preserve or replace property, land, or land use activity adversely affected by the Hydro Project.

* Where more precise wording or further detail is of interest, please refer to the Northern Flood Agreement itself.

Articles 2 - 3

Article 2

General Provisions

— Canada and Manitoba are to take appropriate steps necessary to implement the Agreement.

— Canada's obligations under

this Agreement are limited to Status Indians.

— The Programs of Canada and/or Manitoba to the NFA Bands are not to be reduced by entitlements under the Agreement.

— Any claims by the York Factory Band at York Landing will not be prejudiced by the fact that Reserve boundaries have not been established.

Article 3

Land Exchange

— Manitoba is to prepare, for the Parties' review/approval, reports showing the location of the proposed severance lines.

— Hydro is to use practical means to control the level and flow of water to prevent any flooding of Reserve lands lying between the static inundation level and the severance line.

— Generally there is to be no construction on the easement land because of the possibility of flooding.

— For every acre of affected land the Province of Manitoba is to transfer 4 acres of Provincial Crown Land to Canada for the use of the Bands.

— Each Band is to identify the parcel(s) of land it wishes to have transferred. These land parcels

Articles 4 - 5

are to be selected from Provincial Crown lands which are not otherwise occupied, allocated or encumbered and which are within the area commonly used by the Band in its traditional pursuits.

- The Band may exchange lands initially selected for other lands within 5 years of the date of the Agreement.

- Manitoba is to undertake all legal surveys required.

- Canada is to grant an easement to Manitoba Hydro on all lands below the severance line established for each Reserve.

Article 4

Land Use

- Manitoba is to withhold from any other use for a period of 5 years, and to set aside for each Band, a "hold area". While not explicitly defined in the Agreement, a "hold area" is generally considered to be a large tract of land from within which a Band may elect to use one or more parcels. The Agreement does not state for what kind of uses the Band may select land parcels, but examples of prudent use would be logging or gravel extraction.

- Manitoba is to issue a permit

to allow the Band to have exclusive use of the land selected without a fee of any kind. The Band may ask to have the permit revoked if it no longer requires the land and may select other land from within the "hold area" to replace it.

- Bands are to ensure that the land is used prudently, and Manitoba may revoke the permit where the land parcel is no longer being used by the Band.

Article 5

Navigation

- Reserve residents are to enjoy free and normal navigation of the waterways.

- Manitoba and Hydro are to remove obstructions to navigation caused by the construction of the Footprint and Minago River Causeways; construct and maintain a portage facility at Notigi Dam; clear standing trees, remove debris; and maximize free and normal use of navigable waters.

Articles 6 - 9

Article 6

Quality of Water

— Canada is to ensure the continuous availability of potable water on each Reserve. The quality of the water is to meet health and safety standards.

— Hydro is to reimburse Canada 50% for expenditures incurred in providing potable water to any Reserve, where such expenditures are attributable to adverse effects of the Project.

Article 7

Cemeteries and Objects of Cultural Significance

— Hydro is to make available money and/or equipment and supplies to protect the remaining cemeteries from flooding.

— Each Band Council is responsible for the nature, quality and performance of the works required.

— Hydro is to make every reasonable effort to preserve objects of cultural significance, such as the Footprint and Chair at Nelson House.

Article 8

Maps

— Hydro is to provide to each

Band Council:

- Maps of each community showing the affected lands, including the static inundation level of each Reserve, and
- A map or maps indicating areas which may occasionally be unsafe for travel as a result of the Project.

Article 9

Notice to Parties

— Hydro is to notify each Band Council and Indian Affairs of its plans, and of its intention to prepare plans for future developments affecting the Rat, Burntwood, Lower Churchill, or Nelson Rivers, where such development could affect the residents of the Reserves.

— Hydro is not to make any decisions regarding such future developments before having undertaken meaningful consultation with the communities.

— Hydro is to notify the Bands affected, and Indian Affairs, at least 2 weeks before making any operating changes affecting water levels and/or flows. Notice is to be written, and communicated by radio in English and Cree.

Articles 10 - 12

Article 10

Minimization of Damages

— To minimize wildlife destruction Manitoba is to control water levels and flows, to the extent practical.

— Hydro is to consider constructing a control structure near the outlet of Cross Lake to restore the pre-Project pattern of seasonal changes in lake levels.

Article 11

Accident, Disability and Life Insurance

— A group life, disability and accident insurance policy to cover the residents of the community is to be considered; the Arbitrator is to determine the practicability of such insurance and determine who would bear the cost of the premiums.

Article 12

Community Infrastructure

— Hydro is to pay for works to protect or restore community infrastructure, shorelines and/or residents' property which may be adversely affected by the Project. The works are to conform to the physical development plan adopted by the community; if

urgency requires interim works, these may be modified at Hydro's expense where the works are detrimental to the physical development plan.

— Examples of works are:

- shoreline protection
- restoration of eroded or slumped shorelines
- construction of new beaches
- replacement of docks
- shoreline clearing
- protection and/or relocation of roads, houses, other structures
- alternate recreation opportunities or facilities
- alternate transportation facilities.

— Canada and Manitoba are to provide assistance and training as necessary so that work is done by Reserve residents to the extent practical.

— A capital grant is to be paid by Hydro and/or Manitoba to the Bands. The interest is to pay for costs of maintenance, depreciation, operation, repair or replacement of the works. The Bands are to report annually regarding the amount expended and the balance remaining. The adequacy of the capital is to be reviewed annually.

Articles 13 - 15

Article 13

Additional Clearing

— Hydro is to arrange for clearing of trees where inundated or damaged trees in the vicinity of a community are adversely affecting the residents' use of the shoreline.

Article 14

Policy Matters

— Recognition that certain Articles (15, 16, 17, 18) involve government policy.

— The Arbitrator is not empowered to order implementation of government policy or to prevent government from changing its policy. He may fix damages where a dispute arises concerning the implementation, or timeliness of implementation, of Articles 15, 16, 17, 18.

— However, the Arbitrator may award damages only to the extent that the full and timely implementation of Articles 15, 16, 17, 18 constitutes compensation attributable to the Project. If a claim arises by virtue of a policy change, then the amount of damages to be awarded is dependent on the resultant diminution in compensation.

Article 15

Wildlife Resources Policy

— Manitoba is to grant to Reserve residents first priority to all wildlife resources within their Resource Area (i.e. in their Trapline Zones and in the rivers and lakes traditionally used as a source of food supply, income-in-kind and income).

— Where Resource Areas are adversely affected, Manitoba is to use its best efforts to make available new Resource Areas.

— Manitoba is to prohibit hunting, trapping and fishing in the Resource Area by non-residents who did not have the previous legal right to do so. The exceptions are that:

- a controlled season may be permitted where there is an overabundance of a species;
- interests of individuals permanently resident in or near a Resource Area and who have habitually hunted, trapped or fished in the Area, will be taken into account.

— Manitoba is to establish a Wildlife Advisory and Planning Board (WAPB).

— Residents of the Reserves are to have majority representation on the WAPB.

— The WAPB is to consider and

recommend on all matters affecting wildlife within the Resource Area, including:

- monitoring wildlife resources
- advising on overabundance of species and maximum kill
- promoting effective wildlife management practices
- formulating and

recommending programs consistent with the perpetuation of wildlife or with the continuation of harvesting of wildlife resources.

— Manitoba is to provide Reserve residents with training opportunities for employment as Conservation Officers.

— Manitoba, Canada, Hydro and the Bands are to facilitate and encourage the functions served by the community traplines. Community traplines provide a food supply and income supplement for the elderly or infirm, the opportunity for youth to learn wildlife harvesting skills, and recreational activities.

— Manitoba and/or Hydro are to implement a program to facilitate the contribution made by the community traplines.

to the five Bands for the formulation of Community Development Plans.

— Canada agrees to provide professional planning assistance to the five Bands, within the limits of the community planning budget of the Manitoba Regional Office of Indian Affairs and Northern Development.

— Canada and Manitoba are to implement any Plan recommendations they deem to be practical.

— Canada and Manitoba are to coordinate such Plans with government plans as provided for in Schedule "E" of the Agreement.

Article 17

Environmental Impact Policy

— Hydro, Canada and Manitoba are to implement those recommendations of the Lake Winnipeg, Churchill and Nelson River Study Board Report (LWCNRSB) which affect the Reserves and fall within their jurisdictions.

— Manitoba and Canada are to advise the Band Councils of relevant recommendations and which government(s) will implement each recommendation.

Articles 16 - 17

Article 16

Planning Policy

— Canada and Manitoba are to cooperate to provide resources

Articles 18 - 19

- Hydro, Manitoba and Canada are to report annually on implementation.

- Federal-Provincial Agreements related to LWCNRSB recommendations are to be reported to Band Councils.

- Hydro, Manitoba and Canada are to plan and implement a program to monitor adverse effects of the Project.

Article 18

Miscellaneous Policy

- Canada and Manitoba are concerned that any damage to the interests, opportunities, lifestyles and assets of resource users be compensated appropriately and justly.

- Canada and Manitoba are to try to avoid creating inequities within any settlement that would adversely affect the relationship between a community and other residents of a settlement.

- Hydro, Manitoba and Canada are to use their best efforts to make potential benefits of the Project available to Reserve residents.

- Canada, Manitoba and Hydro are to provide opportunities for education, training, and particularly on-the-job training, to Reserve residents to prepare them

for employment, to the maximum possible extent, in all works and operations related to the Project.

- Manitoba is to report to the Bands every three months on the steps taken and the results achieved.

Article 19

Registered Trapline Program and Fishing Program

- Trappers adversely affected by the Project are to be compensated under Hydro's Registered Trapline Program (RTP) of November 7, 1975 (NFA Appendix "D"). This is an interim program and a trapper who receives benefits under the RTP does so on a "without prejudice" basis.

- The RTP is to be reviewed, and amended if necessary, to provide for equitable compensation regarding all adverse Project effects on trapping activities within the Resource Areas and to encourage community trappers to continue to trap.

- Retroactive compensation is to be paid if the amended Trapline Program provides for greater compensation than does the 1975 Program.

— The Parties are to negotiate, and Manitoba and/or Hydro are to fund and implement, a program with regard to adverse Project effects on fishing activities. The program is to provide compensation, encourage continuation of fishing activities, and provide for retroactive payment for adverse Project effects pre-dating the Agreement.

Articles 20 - 22

Article 20

Community Liaison Committee

— Hydro and Manitoba are to establish the "Community Liaison Committee" (CLC). The CLC is to consist of 2 members from each Band, 2 from Manitoba, and 2 from Hydro.

— Information concerning Hydro plans and operations is to be made available to the CLC who are to consider how information can best be made available to Reserve residents.

— A specific action program is to be developed. The program could include local workshops, local liaison officers, radio, TV, film, or publications in native languages.

— Parties acknowledge that effective implementation of the Article requires their support.

Article 21

Employment Task Force

— The Parties are to establish an Employment Task Force (ETF) with a representative from each Band, the NFC, Hydro, Manitoba and Canada, to advise on the employment of Reserve residents in works related to the Project.

Article 22

Remedial Works

— Some remedial works at Cross Lake and Nelson House (NFA Schedule "F") are essential engineering requirements for the operation of the system and are to be completed by Hydro with the maximum possible involvement of Reserve residents.

— Other remedial works (NFA Schedule "G") are to be undertaken at the discretion of the Cross Lake and Nelson House Bands and Neyanun. Hydro is to make available to Indian and Northern Affairs Canada (INAC), in trust on behalf of Neyanun, funding set forth in Schedule "G".

— Hydro is to capitalize a fund to provide for maintenance, depreciation, operation, repair and replacement of the Schedule "G" remedial works at Cross Lake

and Nelson House.

- Other remedial works necessary in the five Reserves are to be similarly funded, unless the works are essential hydro operation requirements.

- Hydro is to provide engineering advice or assistance.

- The Bands, Neyanun and Canada are to release Hydro and Manitoba, and the Bands are to release Canada, from any liability with respect to the remedial works.

Articles 23 - 25

Article 23

Other Matters

- No community is to be compelled to relocate to escape Project effects. If any community or portion chooses to relocate, NFA entitlements are not to be diminished by such relocation.

- Where any claim arises by virtue of an actual or purported adverse effect of the Project, the onus shall be on Hydro to establish that the Project did not cause nor contribute to the adverse effect.

- Disputes between Canada, Manitoba and/or Hydro concerning the apportionment of liability or of costs attributable to the effects of the Project are not to cause delay in implementing any programs or projects ordered pursuant to this Agreement or

which arise as a result of government policy.

Article 24

Arbitration

- The Article encompasses 37 sections and numerous sub-sections dealing with the selection and powers of the Arbitrator, Arbitration procedures, admissibility of evidence, time limitations for claim submission, the Parties' obligations to make information available, and the Parties' implementation of Arbitration Orders.

Article 25

Duration and Successors

- The Agreement, with the exception of Article 24, is to remain in force and be binding on the Parties for the lifetime of the Project, including any substantially similar redevelopment thereof.

- Wherever this Agreement gives the Northern Flood Committee any rights, powers or obligations as a Party, in the event that the Committee ceases to represent the Bands, then these rights, powers and obligations shall devolve on the Bands or on any new entity designated by them as their representative.

Schedules A - E

Schedule A

Northern Power Development Schematic Drawing

Schedule consists of a drawing of the planned development of the Hydro project.

Schedule B

Registered Trapline Zones

Schedule consists of 5 maps identifying the boundaries of each of the registered traplines allocated to the Bands of Cross Lake, Nelson House, Southern Indian (where part of the Nelson House Band is located), Norway House, and Split Lake. There is no Resource Area shown for the York Factory Band at York Landing as they did not have a Resource Area at the time the Agreement was signed.

Schedule C

Nelson House Protected Severance Lines

Maps of the Nelson House area showing the location of the protected severance line and proposed remedial measures, particularly shore protection.

Schedule D

Hydro's Registered Trapline Program

Schedule is a copy of the Registered Trapline Program (RTP) as of 1975. The RTP is to provide compensation for loss of fur production and to encourage efficient use of existing fur resources. The Program provides for income assistance, support payments, and other benefits and applies to all trappers whose trapping activities are affected by Manitoba Hydro operations in Northern Manitoba.

Schedule E

Community Development Planning

Schedule is companioned to NFA Article 16. It provides that the Parties will work together, coordinating their departmental programs and financial resources to prepare, for each of the communities, a comprehensive Community Development Plan. Non-treaty residents may participate equally and benefit equally from the community planning process. The Community Development Plan is to set forth

the best case community development scenario and joint action program for the improvement of physical, social and economic conditions in the communities.

settlement, as well as a listing of prior commitments against these lands which are to be considered in any final settlement.

Schedules F - H

Schedule F

Identified Remedial Works

Schedule indicates costs of certain construction and other works to be completed by Manitoba Hydro on the Nelson House Reserve.

Schedule G

Funding of Remedial Works to be Done by Nelson House and Cross Lake Bands

A list of works (building relocation, shoreline protection, dock improvement, etc.) to be completed by Cross Lake and Nelson House residents and the cost/payment of each.

Schedule H

Map of 'Hold Area'

A map showing the Provincial Crown land reserved for the Nelson House Band pending final

The Economic Development Agreement is a separate, but companion, agreement to the Northern Flood Agreement. It was signed on September 1, 1977, by the Province of Manitoba, Manitoba Hydro, the Northern Flood Committee, and Canada. It is referenced in the Northern Flood Agreement and forms a part of the compensation negotiated by the Northern Flood Committee on the Bands' behalf.

The Economic Development Agreement establishes an economic development program through the creation of a Development Corporation.

There are 10 major provisions of the Economic Development Agreement:

- 1) The Development Corporation is to be established within 6 months of the Agreement.
- 2) The Development Corporation objectives are to promote and encourage the creation, diversification, or development of business, resources, properties, and industries for the purpose of stimulating maximum economic opportunities for the Bands and their members and of contributing to their general economic well being, including:

- providing funds for the establishment of business enterprises,
- engaging in enterprises consistent with its objectives,
- acting as a financial resource and fostering and/or interacting with local financial services such as credit unions.

- 3) The Development Corporation is to be owned by the Bands and managed by a Board of Directors, with representation by each Band, Canada, and Manitoba. Canada and Manitoba are to constitute a minority representation on the Board.
- 4) Canada and Manitoba are each to contribute the sum of \$1,600,000.00. Payment is to be over a 4 year period.
Hydro is to make available to the Department of Indian Affairs and Northern Development, in trust for and on behalf of the Corporation, the remedial works funding as set forth in Article 22 of the Northern Flood Agreement.
All of the funds are to come under the control of the Development Corporation.
- 5) The Development Corporation may, in accordance with lending criteria determined by its Directors, make funds

- available to the Bands and/or their members (or organizations, the majority of which are Band members) consistent with the objectives of the Development Corporation and, to the extent possible, in a manner recognizing the population distribution of the Bands.
- 6) The administration and overhead of the Development Corporation is to be in accordance with accepted business practices.
 - 7) The creation and funding of the Development Corporation is not to prejudice the Bands or their members in respect of any rights to benefits that they may be entitled to receive under existing federal or provincial programs. Such federal and provincial programs are to be administered so as to maximize the effectiveness of funds made available by the Development Corporation.
 - 8) The Parties' initial goal, in creating the Corporation, is to establish 1,000 jobs within five years.
 - 9) Canada and Manitoba recognize the special and essential requirements of the Corporation with regard to the training of management and operational personnel and undertake to make available the training and other resources from on-going governmental programs to fulfill the requirements.
 - 10) The Parties agree that the articles of incorporation and the organization framework of the Corporation is to be determined by the Bands subject to the laws of Canada and/or Manitoba.
- Any dispute as to the meaning, intent, or application of any provision of the Agreement may be referred to the Arbitrator constituted pursuant to the Northern Flood Agreement.
- The Development Corporation was formally incorporated on April 21, 1978 and is known as the Neyanun Development Corporation.

The Northern Flood Agreement was negotiated by the Province of Manitoba, Manitoba Hydro, the Northern Flood Committee, and Canada before either the hydro-electric Project became fully operational or the Project was fully constructed. The signatories realized it was not possible to foresee all the possible impacts of the Project nor all consequent remedial measures and compensation that would be appropriate.

Therefore, while the Northern Flood Agreement describes the general and specific obligations accepted by the signatories at that time, it does not always detail the precise activities to be undertaken by each of the Parties. The process of determining these impacts and of negotiating fair and equitable compensation continues.

nfa

northern
flood
agreement

news release

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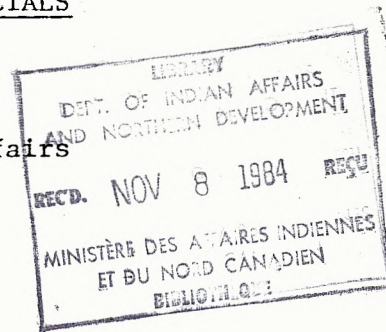
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**Standards for Service:
A Guide to the Initiative**

July, 1993

Standards for Service: A Guide to the Initiative

The challenge of the 90s: improving services at reduced costs.

Canadians are dissatisfied with their governments. They do not feel that they are getting value for their hard earned tax dollars. Departments face the twin challenge of improving services to Canadians while dealing with continued resource restraint. Managing this challenge is likely to be a preoccupation of public servants for some time. How can they provide improved services at lower cost?

The 1992 Budget addressed this challenge and announced a number of initiatives for improving service to Canadians. Among others, it stated that

“...departments [will] develop and publish standards for service, based on consultation with clients, that clearly spell out service levels and costs”.

There is a lot of experience here and abroad which suggests that by refocussing services on the clients, finding out what they really feel is important about the services and their delivery, empowering managers with the flexibility needed to respond to client needs, developing the proper incentives to promote innovation, and monitoring and analyzing performance against realistic goals and standards, services can indeed be improved and delivered at reduced cost.

Service standards provide one practical means for departments to manage to performance in an era of fiscal restraint and a realistic way to deal with the expectations Canadians have about government services.

Citizens as partners, clients and taxpayers.

By consulting with Canadians about the services they are receiving, making them aware of the costs of delivering services and involving them in the selection among different delivery approaches, departments will be able to better match clients' expectations with what can be afforded. We need to make service clients partners in the delivery of services. Marcel Massé expressed it this way in his 1993 John Manion lecture

“...the consumers of government services will have to act less as recipients and more as partners. They will have to be partners in the substantial decision-making about the kind and quality of services being offered. They will have to be partners in devising the necessary changes in delivery mechanisms, and they will have to be partners in the graduation process from a number of government services.”

Canadians are both the clients for government services and provide the monies through taxes and user fees for the provision of the services. All government programs and services have as a part of their *raison d'être* a public objective, i.e., they are intended to benefit all citizens—the country as a whole. Thus, government services relate to all citizens: as direct clients, as indirect clients and as taxpayers. They represent a partnership between the government, the citizen as client and the citizen as taxpayer.

The service standard initiative is aimed at improving the quality of the service interaction, and at making Canadians more aware of the services being provided by government and their costs. At the same time, it will make public servants more aware of their clients and the services they are providing them.

What are 'services'?

A service is provided every time a Canadian deals with government.

Canadians deal with their government in a wide variety of ways, from receiving a cheque to which they are entitled, to asking for information and advice, to having to comply with certain laws and regulations. In all these cases, there is a transaction or interaction between the government and the citizen (or business). In all these interactions, the government, using this broad definition, is providing a service. The chart below provides a map of the kinds of services provided by government. Annex A discusses the types of services in more detail.

Grouping Government Services

Conventional Services	Regulatory Services	Purchasing Services	Internal Services
Information & Advice drop-in inquiries telephone inquiries statistical information Ministerial correspondence ATIP redress mechanisms rulings/ opinions General Processing grants & contributions loan guarantees industrial assistance UI, OAS, Veterans Allowances tax returns Hands-on Services health care arbitration education, training weather reports transportation science & technology	Inspection food processing airplane safety fisheries customs Licensing spectrum management fisheries pilots Enforcement inmates parole policing audit & verification	Consulting Contracting acquisitions disposal	Common Services mandatory optional Interdepartmental cheque issuing information exchange Internal Administration financial management personnel policy administrative policy Policy & Program Development advice legislative proposals

This broad perspective on what are government services is the one adopted by the PS2000 Task Force on Service to the Public and quite consistent with the latest thinking about public management practices. Appreciating the extent of government services is part of the culture change called for in PS2000.

Note that in addition to conventional services where the direct recipient is receiving a benefit, services are also being provided when the government regulates and when it purchases goods and services. In the regulatory case, typically society at large benefits,

but the interaction with the regulatee should still meet a service standard. For example, taxpayers deal with the government. They have the right to expect their dealings with Revenue Canada - their interaction with their government - meet a certain quality standard. They expect, for example, to be treated with courtesy, respect, and in the official language of their choice where applicable, to be dealt with openly and honestly, to be made aware of their rights, to have good information available on how they are to comply with the law, and to be dealt with efficiently and promptly. In all these aspects, Revenue Canada provides a service to taxpayers. In all these cases, Canadians have been promised standards of service.

Thus the key to identifying a department's services, is to identify the various interactions or dealings it has with the public (Canadian residents and businesses, and others doing business with the government). The list of such interactions is a list of the services the department provides and an indication of where standards for services should be expected.

The focus here has been on interactions outside the department with the citizenry. However, all government departments provide services to (i.e. have interactions with) its own staff and management, and many provide services to other government departments. These internal services, while not the primary focus of the service standard initiative, can equally benefit from the development of service standards. Most departments have quality management initiatives and these typically entail some form of service standard development or enhancement as a key element of their success. Public servants will find it more difficult to provide quality service to external clients if the internal services they receive do not also meet a standard.

Who are 'clients'?

Clients are individuals and businesses who deal with government.

There is frequently reference to the clients or users of services. Who are the clients for government services? All those who have dealings with the government. What is more important, there may be several different clients for each service, each of whom have different perspectives and expectations. Public management is the art of balancing these differing expectations. The following grouping of types of clients has proven useful:

Clients for Government Services

Direct Clients		Indirect Clients	
voluntary users	museum visitors, rail or air travelers, CBC listeners, many grant and contribution recipients, etc	beneficiaries	those receiving specific benefits, such as Canadian business from customs inspections, meat buyers from meat inspections, families from health care, etc.
entitled users	UI, OAS, Veteran's pension recipients, etc.	taxpayers	the public at large paying taxes and receiving public goods such as clean environment, healthy people, etc.
compelled users	taxpayers, inmates, regulated industries, immigrants, etc.		

Clearly in many cases the expectations of the direct and indirect clients of services have differing and sometimes conflicting expectations. This is important since in government, when improving service to clients one must consider more than just the service interaction. Frequently, there are public objectives that must be taken into account.

The citizen and taxpayer expect safe food in the stores at reasonable cost. They are not particularly interested in the inspection interactions per se other than they be done well and cheaply (so as not to affect food prices). They care about the result: safe food. The food producers, on the other hand, do care about the inspection interaction and want it to be done quickly, efficiently, at least cost to them and fairly. They also want to know whom to complain to if the service they receive (the interaction) is unacceptable. They want service standards. The food inspection process must meet the public objective of safe food while at the same time providing a quality service to food processors.

Citizens want to get new passports quickly. The public objective however, is to ensure that passports are issued only to eligible people at the best possible costs. Thus in seeking to provide a quality passport service to Canadians, service standards must respect the public objective.

The vast majority of Canadians pay their income tax through source deductions from their employment income and thus have a very high level of compliance with tax legislation. This group wants some assurance that other types of taxpayers for whom compliance is not automatic - such as corporations and self-employed individuals—are also complying with income tax legislation. Thus service standards for the interactions involved in facilitating, monitoring and achieving compliance by corporations and self-employed individuals must be balanced with the broader public interest objective of collecting taxes.

To set appropriate standards for service, these trade-offs between improving service for direct clients and public objectives must be recognized.

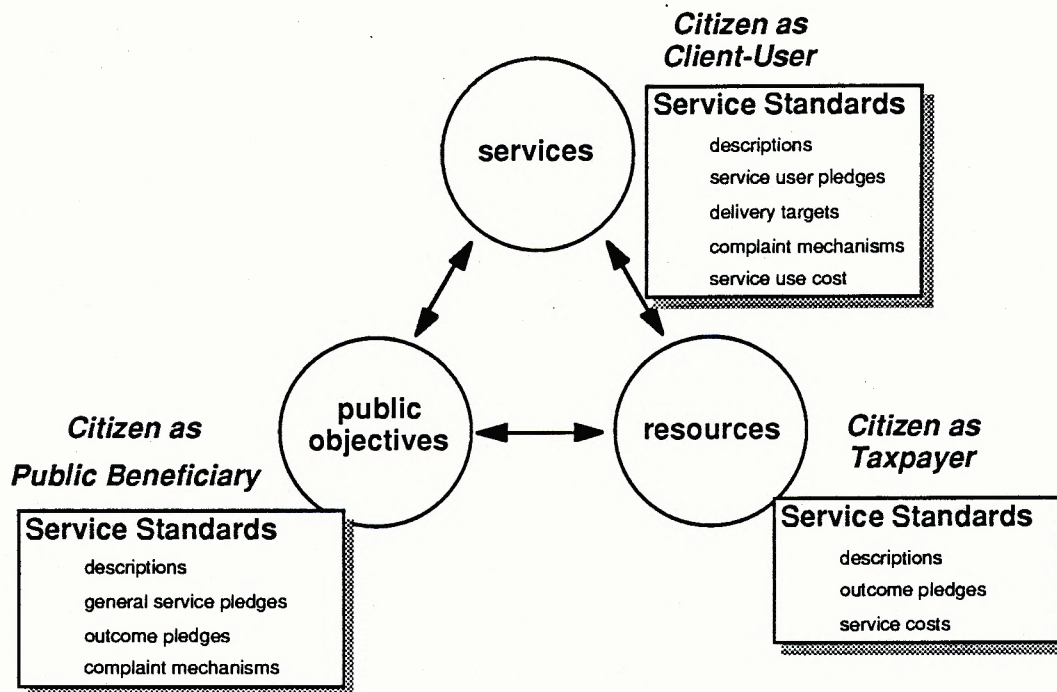
The chart on the next page summarizes these tradeoffs.

What are 'standards for service'?

Standards for service have five elements: service description, service quality pledges or principles, delivery targets, complaint mechanisms and service delivery costs.

Service standards—a shortened form of the phrase 'standards of service'—entail more than service delivery targets such as waiting times and hours of operation. Canadians are entitled to know what they should expect from their government, how those services will be delivered, what they can do when the services they receive are not acceptable and what the services cost.

The Citizen and Government Service



Thus, service standards should be interpreted broadly to include:

1. **Descriptions** of the service the government intends to provide and, where applicable, the **benefits** clientele are entitled to receive
2. **Service pledges** or **principles** describing the quality of service delivery one should expect to receive, such as openness, fairness, courtesy, professionalism, the choice of official language where applicable, etc.
3. Specific **delivery targets** for key aspects of service, such as timeliness, access, and accuracy.
4. The **costs** of delivering the services.
5. **Complaint and redress mechanisms** which clientele can use when they feel standards have not been met.

While these elements are independent in the sense that each one can exist on its own, it is expected that in most cases, service standards should cover each element, even if only partially. However, there may be some cases where not all five elements are relevant to the situation. In enforcement areas, it may not be very useful to inform the citizen of the cost of his or her arrest!

It is also the case that clients for services have responsibilities as well as 'rights'. In order to receive the service delivery quality they are entitled to, they frequently must provide required information accurately, present themselves on time, be able to explain their situation, etc. Service standards can be written to reflect this client responsibility. In cases where groups of clients need assistance in seeking services, special assistance is often provided.

Annex B provides some examples of service standards in an hypothetical department providing both regulatory and conventional services.

How should service standards be implemented?

Service standards should be implemented in a deliberate, planned manner, building on experience. Initial standards for major services should be published as soon as possible and then improved on over time.

It is recognized that establishing service standards and making them integral to management will take time. Departments need to develop a careful well thought out strategy, one that recognizes

- the different types of interactions and clients they have,
- their knowledge of their current delivery performance and their capability to monitor performance against standards, and
- the visibility of the services they are providing to Canadians.

However, rather than wait until we have developed complete and 'perfect' standards, we need to get on and establish the practice of publishing standards as part of effective management in the 90s. Implementation is envisaged to progress incrementally, publishing standards in service areas most visible to Canadians which, while covering all five of the above elements of service, may be incomplete or embryonic in some aspects. Then, improving those standards over time and as experience is gained, and extending the range of services covered.

Several of the elements of service standards are straightforward. *Service descriptions* already exist in some form. *Service pledges* may need to be developed and consulted on, but should be straightforward and can be a useful catalyst to other quality improvement initiatives underway. *Complaint and redress mechanisms* exist for many services, particularly in the regulatory area. It is, perhaps, a question of rethinking some of them from the client perspective and making the mechanisms more visible to clients. What is needed is a strategy for dealing with complaints from clients. In other cases, simply complaint procedures, at least, can be readily established.

The more difficult elements of service standards are, in most cases, establishing delivery targets and developing complete costing information. Where *service delivery targets* have been or can be developed, they should be part of the initial service standard publication. Hours of operation and service location certainly are already available. For service delivery aspects where more time and experience is needed, qualitative delivery targets can be used as part of the service pledge. ("We will provide a prompt, reliable response to requests and endeavour to minimize your waiting time.")

Full *costing* of specific services may not be immediately feasible. But in most cases, some cost (or expenditure) information is available. Certainly, costs of the whole program or the major parts thereof are available, such as found in Part IIIs, and could be published as part of the service standard. The principle is to provide clients some idea of

the costs of the services they are getting, even if what we have at the moment is not full costs and may not be a cost closely linked to the specific service transaction being provided. Published costs should indicate cost components not included in the data provided and a commitment to the more complete costing that will be forthcoming. Over time, costing information can be improved to include full costs of overhead and capital, and unit costs for the specific services where meaningful.

Priority should be given to the more visible interactions with Canadians and those with a high volume. These would include such services as transfers to individuals, income tax, customs, unemployment, training, etc. In the difficult areas of health and safety, departments will want to proceed prudently and in conjunction with the regulatory reviews being carried out.

In most cases, work on establishing service standards will not be separate from other related initiatives, but part of a department's integrated strategy for improving services and their delivery. Annex C presents some principles to keep in mind when developing service standards. An earlier TBS discussion paper entitled *Background Paper on Service Standards* provided more discussion of the process of establishing service standards.

Concluding Remarks

Canadians deal a lot with the federal government, more than they realize. And as (indirect) beneficiaries, they use goods and services which have benefited from federal government services. The PS2000 White Paper stated that:

"Deputies will establish clear standards of service, and will be accountable both for the reasonableness of those standards and for the quality of the service provided to the public. They will ensure that information about client satisfaction and suggestions for improving service are regularly sought both from clients and employees. Simple procedures for responding to complaints will be established."

Canadians have the right to expect that when they deal with their government, that

- they know what kind of interaction or service they should expect to receive;
- meaningful information relevant to their concerns is readily available;
- they will be treated fairly, courteously, and promptly and in the official language of their choice where applicable; and
- they know how they can respond if their dealing with the government is not satisfactory.

The government is committed to

- developing and making public standards for services, based on consultation with clients,
- continually improving the delivery of services to meet or exceed the standards, within available resources,
- accounting for performance against the standards, and
- monitoring client satisfaction with services and providing readily accessible complaint and redress mechanisms when service standards are not being met.

The service standard initiative will improve the dealings Canadians have with their government, improve the services provided and reduce the cost of their delivery.

ANNEX A

“Service” in the Public Sector

PS2000 calls for a cultural change in the public sector. It argues for a public sector that is service-oriented. A service-orientation is at the heart of most of the government reforms currently underway. Yet the concept of ‘service’ in the public sector is not always well understood. A too facile comparison with service in the private sector can confuse rather than enlighten. As the PS2000 **Service to the Public Task Force Report**.¹ noted,

“Service” is a somewhat more complicated affair in government than in the private sector. An unblinking focus on pleasing the client is not always possible for government departments since they must keep both the individual’s interests and those of the general public in mind, and since the purposes of exchanges with clients are more varied. (p. 23)

Three types of services provided by government to external clientele can be usefully distinguished: conventional, regulatory and purchasing services.² The chart on the next page outlines this classification.

Conventional Services.

This type of service most closely parallels the private sector model and involves

the provision of benefits, usually through the transfer of resources or information to the public or through the operation of various types of facilities. The federal government provides such direct services to citizens as veterans’ benefits; unemployment insurance; retraining and relocation for workers; statistical information; foreign aid; passports; consular services abroad; export promotion; tourism development; parks; fishery development; ports and small craft harbours; navigational aids; search and rescue; regional and industrial development; child tax credit; disability benefits; old age pensions; the list goes on. (p. 9)

Also included here are services the government provides which do not include direct interaction with the general public, such as research or are provided through intermediaries, such as frequently the case for weather forecasts.³ The chart below identifies a number of conventional services.

¹ **Service to the Public Task Force Report** (1990). A good discussion of the concept of ‘service’ in the public sector can be found in this report, especially Chapter 2. Several of the ideas and examples from that report are used here to discuss ‘service’ and to present a classification of the different types of services provided by the federal government. All quotes and page numbers in this Annex are from the Task Force Report.

² This classification is adapted from the Task Force Report, with the following change. Here the ‘purchasing’ service group has been introduced and the legislation and policy development service of the Task Force Report dropped. The latter provides service to Ministers and would fall into our ‘internal’ service category. Where it involves consultation with the public, it is communication on information and advice, part of our conventional service category.

³ The Task Force Report included in this group the services provided by one department to another or by administrative support groups. Here these are included in the internal service group discussed later.

Grouping Government Services

Conventional Services	Regulatory Services	Purchasing Services	Internal Services
Information & Advice drop-in inquiries telephone inquiries statistical information Ministerial correspondence ATIP redress mechanisms rulings/ opinions General Processing grants & contributions loan guarantees industrial assistance UI, OAS, Veterans Allowances tax returns Hands-on Services health care arbitration education, training weather reports transportation science & technology	Inspection food processing airplane safety fisheries customs Licensing spectrum management fisheries pilots Enforcement inmates parole policing audit & verification	Consulting Contracting acquisitions disposal	Common Services mandatory optional Interdepartmental cheque issuing information exchange Internal Administration financial management personnel policy administrative policy Policy & Program Development advice legislative proposals

All of these conventional services are usually thought of as services and the concept of 'client' fits well. There is a clear parallel with the private sector. But the parallel must not be taken too far. In the private sector, the focus can be squarely on providing what the customer wants. In the public sector, however, there are several additional complications.

First, there are always broader public policy objectives that must be considered in the provision of the service. That is what puts the service in the public sector. Providing passports is not simply a case of quickly manufacturing them. The public objective is to only provide passports to eligible Canadians. Retraining and relocation of workers should take into account the needs of the Canadian job market, in addition to the interests of the individual.

Second, conventional services must be provided keeping equity and fairness in mind. Fairness, for example,

includes equality of access to government and its services, and unbiased and impartial decision-making and processes...equity calls for administrative thoroughness to ensure clients get their due under programs designed to help them. (p. 14)

These considerations may appear to the individual as road blocks to good service.

Third, there is a need in many public sector services to distinguish carefully the service interaction itself from the outcome achieved. When an individual applies for a grant or contribution, he or she can expect fair and equitable treatment in the application submission and selection process. The service interaction may meet the delivery standard. But, of course, one may not get the grant. In dealing with clients in these cases, the department should try and distinguish the service treatment from the results, even if the client in this case may feel they are getting 'bad service', when they are not.

Good service in a conventional service transactions depends on the ability to meet the reasonable expectations of the client. Meeting those expectations requires knowing what they are, improving service delivery where possible in areas they consider important and modifying service delivery expectations where necessary.

Regulatory Services

It is in the regulatory area where the concept of 'service' has no real counterpart in the private sector. This

...type of service derives from the regulatory responsibilities of government. To protect the public interest, some legislation imposes constraints, duties or obligations on both citizens and institutions (e.g., customs, taxation, immigration, food inspection, water and air quality inspection and enforcement, criminal and civil law enforcement, prison, management of radio frequencies, health and safety standards, etc.) The public service must develop regulations to give effect to legislation, set in place structures required for implementation, and manage the organizations and people involved in administering and enforcing these regulations....we call this the provision of "regulatory services"... (p. 8)

Here the beneficiary typically is not direct recipient of the 'service', unlike the case for conventional services.⁴ And here, the public good is the *raison d'être* of the service. Nevertheless, the service transaction itself should have most of the characteristics of the conventional service transaction. That is, the regulated party still has rights that need to be taken into account and the service should still be equitable and fair. And here the distinction between the service interaction and the outcome of the service (the impact of the regulation) is important to maintain.

In regulatory activities such as inspections, enforcement and the like, the "service" may be threatening or appear punitive. Nevertheless, the rights of the citizen must be respected, and the public official must tread a careful line between ensuring that individual rights are taken into account, at the same time making sure that laws and regulations are properly observed. (p. 12)

⁴ "The notion of a 'service' in the regulatory context can be somewhat paradoxical since, for example, criminals who are incarcerated would be unlikely to regard their jailers (public servants) as "providing a service" to them. The difference between this situation and the conventional service transaction is that in the latter case, the recipient and the beneficiary of the service are the same individual. In the case of regulatory activities, the beneficiary is society at large." Ibid., p. 9.

...in regulatory matters, equity calls for even-handedness and a certain dispassionate approach to ensure that the interests of the public or parts of society are taken into account....When regulations are being enforced, "clients" (those affected by the regulations) look for equality of treatment—a "level playing field"—and administrative fairness. For example, food and drug manufacturers subject to regulation by the Department of National Health and Welfare expect to be consulted in advance about regulations which may affect them; they expect notice of the regulations, and they want to be assured that all manufacturers are being treated in an even-handed manner. (p. 14)

Good service in a conventional service transaction may call for flexibility and adaptation to accommodate client's special needs, but in a regulatory context, good service might not be able to be as accommodating. Equal treatment also call for a certain rigidity in administration. (Nevertheless, flexibility and adaptation to client's special needs are still important to the way in which the "service encounter" takes place.) However, the requirement in government to be, and be seen to be, scrupulously fair, tends to make public officials seem more inflexible and bureaucratic than their private sector counterparts. "Playing by the book" may sometimes be the only fair option. (p. 15)

Clearly, establishing service standards for regulatory services is perhaps even more important than for conventional services. Equal treatment must be clear and visible. And given the "concern for fairness and the [government's] monopoly powers, there is particular need for redress mechanisms" (p. 15).

The objective of the regulatory interchange is not to confer a benefit on the individual citizen—on the contrary, it often removes an asset or imposes a sanction. Fair redress mechanisms are, therefore, an integral part of such an interchange. Often the onus is on the client to comply voluntarily. But the onus is on the regulatory body to ensure that the client has reasonable access to the information necessary to comply. This means that "transparency" is also a very important characteristic of the service (why monies are owed; why some action is prohibited, etc.). (p. 21)

Good service for a regulatory service occurs when

The appropriate laws and regulations are competently interpreted, with due regard to both private and collective entitlements in a manner which is responsive (courteous, timely, etc.) and respectful of individual rights such that relevant laws are enforced and the individual feels equitably treated. (p. 21)

Purchasing services.

The government, in addition to regulating and providing conventional services, also purchases considerable goods and services from the private sector. Most departments utilize outside consulting services, Public Works does extensive contracting with construction and engineering firms, CIDA purchases goods and services from the private sector as foreign aid.

At first blush, one would think that in these cases it is the government who is the client rather than the private sector. And, in one sense, it is. However, because of its

considerable purchasing power, its need to be seen as fair in its acquisitions and the cost to potential suppliers of meeting government requirements in this regard, there is a not insignificant public 'service' aspect to its purchasing activities. Indeed, the purchasing services contain aspects of both the regulatory and conventional service transaction.

As suggested, a key aspect of these transactions is the requirement that they be, and be seen as, fair and equitable, as for regulatory services. Potential suppliers want to know that they are dealing with a 'level playing field' when it comes to bidding for contracts: that they are as aware as the next supplier of opportunities, that their bids are considered on the basis of clear and complete criteria, that the cost of bidding is not prohibitive, and that they will get paid in a timely fashion if they end up supplying the goods or services. They expect good information, clear rules and professional consideration, not unlike those involved with the regulatory transaction.

On the other hand, and unlike the regulatory case, the suppliers of goods and services receive a direct benefit from the government.

Thus, as with any transaction with the government, there is a service element in purchasing.

Internal government services.

Conventional, regulatory and purchasing services are all services provided to external clientele. All government departments provide services to (i.e. have transactions with) its own staff and management, and many provide services to other government departments. These **internal services**, while not the primary focus of the service standard initiative, *directly impact* on the ability of front-line staff to meet their service standards. As a result, they must be carefully taken into account in establishing standards and these internal services can equally benefit from the development of service standards. Most departments have quality management initiatives and these typically entail some form of service standard development or enhancement as a key element of their success.

ANNEX B

Service Standards: Some Examples

To give a clearer picture of the kind of service standard a department, program or service might develop, the following example for a fictitious department was prepared. One should assume that it was the result of consultation with the department's various client groups and represents a good initial effort.

This department decided to develop a service standard which covered all of the department's activities (Attachment 1). In published form, it would be a short pamphlet available for distribution to clients. The Service Pledge would also appear as a wall poster in local offices.

In addition, the department developed separate shorter publications for each of its client groups. The one used for its general public clients is shown as Attachment 2.

THE DEPARTMENT OF URBAN LANDSCAPING SERVICE STANDARDS

Our Programs

The Department of Urban Landscaping has broad policy and regulatory responsibilities for all lawn care products sold in Canada. To carry out these responsibilities, the department has a number of different programs:

1. **The Research Program.** To promote the development of new and environmentally friendly lawn care products, the department supports a number of research projects, both in-house and through contributions to the domestic industry.
2. **The Health and Safety Inspection Program.** To ensure that industry workers are not put at risk when dealing with hazardous chemicals, the department inspects manufacturing plants.
3. **The Consumer Protection Program.** In the area of consumer protection, the department monitors product performance and packaging to enforce truth in advertising.
4. **Enquiries Service.** To assist consumers in choosing the product that will meet their needs and at the same time uses the maximum amount of organic material, the department runs a public education program.

This brochure tells you what you can expect when you deal with the Department of Urban Landscaping in any of these four areas.

Our Service Pledge

As clients of the Department of Urban Landscaping, we want to provide you with the best possible service. We will provide a service which is

COURTEOUS - listening and responding to what you say and treating you with respect.

FAIR - providing service fairly and equitably within the law.

CONFIDENTIAL - treating the information you provide in confidence.

PRIVATE - respecting your right to privacy. We will arrange a private interview with you if you want one.

ACCESSIBLE - making it easier to contact us, whether you choose to call in to one of our offices or phone, and providing service of either of Canada's two official languages.

The Research Program

We are vitally concerned with improving the quality of lawn care products offered to Canadians. To that end, we sponsor a number of research projects, some of which are run in the department and others, run by the Canadian lawn care industry. In order to get the best value from scarce research resources, we have developed what we think is an appropriate research strategy.

Consultation

First, we want to hear about the concerns of consumers and producers so that we can ensure that our research dollars are spent in the most effective way possible. We have organized a network of concerned citizens that we meet with regularly to find out what problems they would like to see addressed. Similarly, we meet with the Lawn Care Industry Association biennially so that they can tell us how our programs are operating.

Research Strategy

Based on this input and on solicitations from the private sector, we establish an annual research plan that includes jointly funded and in-house projects. Because we have developed a sophisticated laboratory infrastructure in the Department of Urban Landscaping, we concentrate our own research resources on projects that will require this type of equipment. However, when a research project can be completed with somewhat less laboratory equipment or primarily through field experimentation and we think that there is a reasonable likelihood that the research will lead to a commercially viable product in the short term, we are prepared to share the costs with individual firms on a 50-50 basis.

Applying for Research Assistance

To minimize the costs of applying for research assistance, we have adopted a two stage approval process. If you are a firm that wants to undertake research and would like us to share some of the costs, you must prepare a brief outline of your research proposal, telling us what the project will entail, how much you think it is likely to cost and what you expect to achieve. We would be prepared to give you our preliminary assessment within one month of the receipt of this outline. If we indicate our preliminary support, you would then be required to provide us with a more complete description of the project. We have a brochure entitled *Partnerships in Lawn Care Research* that outlines the kind of information we will need from you at this stage. Based on the volume and complexity of proposals we have received in the past, we expect that we should be able to give you our final answer in a further two months. If you have any questions about our decisions or this program of joint research, please contact us using our toll-free number, 1-800-999-9999.

Our In-House Research

For our in-house research, our target is that, of the approximately 10 research projects underway in-house at any time, 4 will result in either new products or improvements to existing products. By licensing Canadian firms to manufacture and distribute these products, we intend to transfer the technology we develop in-house to the private sector.

Results and Costs

To date, we have licensed 117 Canadian firms to produce and distribute products that we have developed in-house. We have received about \$3 million in licensing fees and we estimate that 2500 new full-time jobs have been created in the Canadian lawn care industry.

The Research Branch spends \$25 million annually. Of that amount, \$7 million goes directly to private firms in the form of contributions to support research projects. \$16 million covers the costs of operating our in-house laboratories, including the salaries of our scientists and technicians. The balance covers the costs of managing the program, processing applications and conducting the consultation process. This financial information represents annual expenditures.

As such, it doesn't take into account such costs as those already incurred with respect to laboratory equipment or departmental overhead. We are working to develop this kind of cost information and hope to be able to publish more complete costs estimates in two years.

The Health and Safety Inspection Program

The Department of Urban Landscaping is responsible for protecting the health and safety of employees working in this industry who are or may be required to handle hazardous chemicals. The department has developed a program of regular inspections of manufacturing plants to ensure that the applicable laws and regulations are followed.

As a manufacturing firm in this industry...

You must fulfil the safety requirements set out in the *Canada Labour Code*, the *Hazardous Materials in the Workplace Act* and all the accompanying regulations. We have developed a booklet entitled *Keeping your plants safe* that is available at our local offices, listed on the last page of this brochure. If you wish, you can also get a copy by dialling our toll-free Health and Safety Hotline at 1-800-888-8888. You have certain legal rights as do our officers. If you are unclear about these rights, our officers will explain them to you and provide you with a copy of this brochure.

We aim to visit your manufacturing plant within the first 6 months that you begin production. After that, you can expect to be visited from time to time by our officers. The frequency of our visits will depend, to a large extent, on the track record that you establish -- both in terms of the number of infractions that we encounter in our visits and the number of complaints that we receive from your employees.

Our officers will normally make an appointment at a mutually convenient time. While it is sometimes difficult to predict, they will give you an estimate of how long the visit is expected to take. When they arrive, they will identify themselves by showing you their identification cards.

If our officers detect any infractions during their inspections, they will inform you of those infractions verbally at the time of this visit. This will be followed up with a written notification of the infractions, citing the sections of the applicable legislation or regulation, the deadline for compliance and the sanctions that are available to us if you fail to comply. Given the importance that Canadians attach to health and safety in the workplace, you can expect us to move quickly if you fail to meet the deadlines that have been set for compliance. If you are dissatisfied with the way our investigation was conducted, you may contact the Director, Health and Safety Branch, 111 Smith Street, Ottawa, Ontario. K1Z 1Z1. If you wish to contact the Director by phone, the number is 1-613-777-7777.

If you are an employee in a Lawn Care Products manufacturing plant...

You do not have to handle hazardous products in an unsafe manner. The brochure *Keeping your Plants Safe* clearly sets out what constitutes unsafe practices. If you are concerned about the working conditions in your place of employment, you can call us free of charge on our Health and Safety Hotline at 1-800-888-8888. We will look into your complaint within 10 working days and will advise either you or the plant Health and Safety Co-ordinator, whichever one you want, of the results of our investigation. While you must identify yourself to us, we will ensure that your privacy is respected at all times when we deal with your employer. If you are dissatisfied with the way our investigation was conducted, you may contact the Director,

Health and Safety Branch, 111 Smith Street, Ottawa, Ontario. K1Z 1Z1. If you wish to contact the Director by phone, the number is 1-613-777-7777.

Costs

We normally conduct 250 plant inspections each year at a cost of \$750 per inspection, a reduction of 10 percent over the last 15 years. This cost includes the costs directly associated with the inspection (the salary of the inspector, travel expenses, costs of writing reports, etc.) as well as an appropriate portion of the total over-head costs of the department. The cost is fully recovered from manufacturers.

Consumer Protection Program

To ensure that the interest of consumers of lawn care products are adequately protected, the department has developed a program of monitoring program performance. Performance, in this instance, means testing the product to ensure that the packaging is accurate (a 4 kg. bag actually contains 4 kg. of the product) and that the performance claims are valid.

Field Inspections

To do this, our field inspectors purchase samples of goods offered for sale at the retail level. The inspectors first check the accuracy of the measurement claims and perform a chemical analysis of the contents to ensure that the advertised mineral content is valid. In certain instances, the actual performance of the product over the equivalent of two growing seasons will be tested under laboratory conditions.

When either the accuracy or chemical content checks indicate that the product being tested does not fulfil the labelling claims, the manufacturer is notified in writing within 5 working days of the completion of the test. The manufacturer then has 20 working days to respond to this notification. An acceptable response would be a plan and timetable for corrective action to be taken. Non-compliance will be dealt with through a series of increasingly more severe penalties. **If you are a manufacturer** and you have a question or a complaint about one of our inspection reports, you should contact the Director, Consumer Protection Programs, 111 Smith Street, Ottawa, Ontario K1Z 1Z1. You can contact the Director by phone at 1-613-666-6666. We will answer your questions within 5 working days.

Testing Performance Claims

Because performance testing is a much more expensive and time-consuming exercise, we will only test a limited number of products drawn from a statistically valid sample and products subject to a large number of complaints from consumers. **As a consumer**, if you have a complaint about a particular product, you should contact the Director, Consumer Protection Programs, 111 Smith Street, Ottawa, Ontario K1Z 1Z1. You can contact the Director by phone at 1-613-666-6666. Your complaint will either be held for future reference or may result in an investigation. You will be advised of this decision within 20 working days of the receipt of your complaint.

Costs

The Consumer Protection Branch spends \$15 million annually for its direct operations.

Enquiries Service

We would like to help you, as a **lawn care products consumer**, make the choice that is right for you when it comes to lawn care products. We are available to answer your questions if you care to visit or phone our local offices. Their locations and hours of operation are listed on the last page of this brochure. While we can not recommend one particular product over another, we can tell you what chemical compounds, organic or otherwise, are best suited to solve your particular problems. We can also send you helpful pamphlets or brochures written in easy to understand language.

If you come in to visit one of our local offices, we expect that you should have to wait no longer than 15 minutes for service. If, however, you come in during our peak business hours (at lunch or from 4:00 p.m until closing) you might have to wait a little longer. We have a Service Questionnaire that we will give you when you leave the office and we would appreciate any comments you might have that would help us serve you better.

If you phone our offices, we hope to be able to get to your phone call within 5 minutes of you being put on hold. Our automated telephone system will confirm to you your position in the telephone queue every minute.

It generally costs the department about \$15 dollars to reply to each written enquiry and \$2.50 to answer a question over the telephone or in person.

If you are displeased with the service you have received...

We are committed to providing all the clients of the Department of Urban Landscaping with the best possible service that we can. If you feel that you have received unsatisfactory service or unfair treatment, please contact the appropriate Director at the locations outlined above.

If you have received an unfavourable inspection report and you wish to appeal the findings of one of our inspections, something that you have the legal right to do, please contact the Director, Appeals Branch, 111 Smith Street, Ottawa, Ontario K1Z 1Z1. You can contact the Director by phone at 1-613-555-5555. He will advise you of the Appeals Process that you are entitled to access.

The locations and office hours of our local offices are published on the last page of this brochure. Please feel free to contact them if you have any questions about the Department of Urban Landscaping or its programs.

THE DEPARTMENT OF URBAN LANDSCAPING SERVICES FOR CONSUMERS

Our Programs

The Department of Urban Landscaping has broad policy and regulatory responsibilities for all lawn care products sold in Canada. As a consumer of lawn care products, you will be primarily interested in the programs we have developed in the following areas:

- **In the area of consumer protection**, the department monitors product performance and packaging to enforce truth in advertising; and
- **To assist consumers** in choosing the product that will meet their needs and at the same time uses the maximum amount of organic material, the department runs a public education program.

This brochure tells you what you can expect when you deal with the Department of Urban Landscaping in these areas.

Our Service Pledge

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Consumer Protection Program

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To do this, our field inspectors purchase samples of goods offered for sale at the retail level. The inspectors first check the accuracy of the measurement claims and perform a chemical analysis of the contents to ensure that the advertised mineral content is valid. In certain instances, the actual performance of the product over the equivalent of two growing seasons will be tested under laboratory conditions.

As a consumer, if you have a complaint about a particular product, you should contact the Director, Consumer Protection Programs, 111 Smith Street, Ottawa, Ontario K1Z 1Z1. You can contact the Director by phone at 1-613-666-6666. Your complaint will either be

held for future reference or may result in an investigation. You will be advised of this decision within 20 working days of the receipt of your complaint.

Costs

The Consumer Protection Branch spends \$15 million annually for its direct operations.

Enquiries Service

We would like to help you make the choice that is right for you when it comes to lawn care products. We are available to answer your questions if you care to visit or phone our local offices. Their locations and hours of operation are listed on the last page of this pamphlet. While we can not recommend one particular product over another, we can tell you what chemical compounds, organic or otherwise, are best suited to solve your particular problems. We can also send you helpful pamphlets or brochures written in easy to understand language.

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The locations and office hours of our local offices are published on the last page of this brochure. Please feel free to contact them if you have any questions about the Department of Urban Landscaping or its programs.

ANNEX C

Service Standards Principles

The following principles should guide the establishment of service standards in the federal government.

1. **Broad based.** 'Service standards' should be interpreted broadly to include:
 - *Descriptions* of the service the government intends to provide and, where applicable, the *benefits* clientele are entitled to receive;
 - *Service pledges or principles* describing the quality of service delivery one should expect to receive, such as openness, fairness, courtesy, and professionalism, the choice of official language where applicable, etc.
 - Specific *delivery targets* for key aspects of service, such as timeliness, access, and accuracy;
 - The *costs* of delivering the services; and
 - *Complaint and redress mechanisms* which clientele can use when they feel standards have not been met.
2. **Across-the-board and equitable.** Service standards should be established wherever there are service dealings with external clientele. Equitable (although not necessarily equal) and fair standards should be sought across regions and services.
3. **Meaningful to individuals.** Service standards should be responsive: meaningful to the individuals using the service, relating to aspects of the service they find important and expressed in terms they can relate to.
4. **Based on consultation.** Service standards should be developed in consultation with the clients for the services.
5. **Attainable and challenging.** Service standards should be realistic, based on analysis, consistent with program objectives and achievable, while at the same time provide a challenge to service deliverers.
6. **Affordable.** Service standards should include user charges as applicable and be attainable within available resources.
7. **Owned by managers and employees.** Service standards should be an essential management tool in the delivery of services to clients. Service deliverers (managers and front-line staff) are responsible for setting and using service standards to continually improve the cost-effectiveness of service delivery.
8. **Key Standards Published.** Key service standards should be published and made known to clients.
9. **Performance measured and reported.** Performance achievements against the

standards, as well as client satisfaction with the service provided, should be monitored and communicated back to clients. The performance measures used should be comparable over time, across regions or with like services.

10. **Reviewed and updated.** Service standards should be reviewed regularly and adjusted to reflect new circumstances.

These principles are intended to provide useful guidance in the development of service standards in departments and agencies. They should, however, be treated as guidelines and will be amended as experience is gained in establishing and managing to service standards.

September, 1983

Norway House

The Norway House Reserve is 280 miles north of Winnipeg at the intersection of the Nelson River and Playgreen Lake. The reserve is linear in shape and consists of one parcel covering 18,652 acres of the southern shoreline of Little Playgreen Lake and the Nelson River. The Band has an outstanding land entitlement of approximately 62,851 acres.

Norway House is located upon an admixture of terrain and vegetation types. Few areas exhibit well drained deep soils. Likewise, the shoreline consists of a variety of types, including swamp, steep rock cliffs, and gentle sloping banks. Vegetation ranges from tall mature white spruce stands to mixed wood stands to stunted mixed stands. Generally, Norway House is dominated by black spruce stands which are dependent upon poorly drained site conditions.

The majority of Norway House is linked by an internal road system, and the community has road access to Cross Lake and Thompson. The Norway House airport serves both chartered and scheduled airlines, with connections to Thompson, Cross Lake, and Winnipeg.

Commercial fishing and trapping provides part-time employment for approximately 150 individuals.

Except for the Band housing construction program, maintenance program, and isolated logging and commercial fishing, few industrial activities occur on the reserve; however, a full range of commercial services is available to the community. Included among these are restaurants, a bakery, radio/TV shop, upholstery shop, taxi service, logging and milling operation, maintenance shop, and trucking operation.

The Norway House Band is one of five Bands whose reserve has been affected by hydro developments on the Nelson River system.

Therefore, they are one party of the Northern Flood Agreement signed in 1977 by Manitoba Hydro, the Federal and Provincial governments, and the five affected Bands.

The native language of the Norway House Band members is Cree. The Band is a signatory of Treaty 5 signed in 1875.

Population

		Band Population ¹		Norway House ²
Age Group		On-Reserve	Off-Reserve	
Children	0-4	269	58	56
	5-14	647	101	103
Labor Force	15-19	301	35	50
	20-24	223	22	54
	25-34	315	61	71
	35-64	415	61	91
Over	65	101	10	20
				+ 181
TOTALS		2,271	+ 348 = 2,619	626
H&W, Nov. 19, 1982 ³		2,369	+ 338 = 2,707	

¹ IANC, December 31, 1981

² Northern Affairs, June, 1982

³ Health & Welfare, Medical Services, November 19, 1982 (including members of other Bands)

Local Contacts

Chief Maggie Balfour
Norway House Band
P.O. Box 218
NORWAY HOUSE, Manitoba
R0B 0B0
Ph: 359-6721

Band Councillors:

Rossville	Jack River
Kenneth Albert	Joe Paupanakis
Charlie Balfour	Walter Apeitagon
Sandy Cromarty	Ralph Hart
Henry Moore, Jr.	Betsy Apeitagon
Hubert Folster	Timothy Clarke
Billy York	

Band Manager: Maurice Scatch

Affiliations:

(Norway House does not belong to a Tribal Council).

Manitoba Keewatinowi Okimakanak Inc.
Thompson, Manitoba
Ph: 778-4431

MLA — Elijah Harper, NDP
MP — Rod Munn, NDP

Services

Fire Protection: The Band has four water delivery trucks with firefighting capabilities, all ancillary equipment, and a Volunteer Fire Department of 12 men (Basic Training). The Band has a Mutual Aid Agreement with the Metis community of Norway House.

Police Protection: Local R.C.M.P. Detachment. Three Band constables in the community, as well as two 3B's.

Postal Service: Daily air mail service.

Hospital/Nursing Station: Norway House has a Federal Hospital in the community. A Dental Station and a personal care home are also found on-reserve.

SCHOOLS

There are three Frontier Schools in the community: Jack River School (K4-8), Rossville Elementary School (K4-7), and Norway House High School (08-12).

Enrollment (Band Members, 1982/83):

Grade	No. of Students
N	0
K	103
1	78
2	54
3	75
4	50
5	79
6	57
7	66
8	89
9	47
10	45
11	36
12	29
SS	13
Total	821

UTILITIES

Hydro: Service provided by land line. Residential Rates (200 amp): service charge of \$8.75, plus 54.7¢ for the first 250 kW.h and 2.77¢/kW.h for additional power. Commercial Rates: service charge of \$12.05, plus 5.36¢/kW.h for the first 1,200 kW.h and 3.25¢/kW.h for additional power.

Telephone: Single party exchange — land line (full service).

Communications: Norway House Band has a private Radio Station, CJNC, and also receives signals from Thompson. (CJNC is affiliated with CBC Radio) CBC-TV is rebroadcast in the community. There is a satellite dish in the community.

Water Supply: There are several separate systems in the community.

In the Rossville community, the residents obtain their water from Little Playgreen Lake. It is chlorinated at a small treatment facility. There is a pipe system serving the church, Band hall and office, the HBC, personal care home, Public Works Building, and teacherages. The pipe system also services four standpipes for individual collection or distribution via four water trucks.

The R.C.M.P., the Norway House Hospital, residences, and Natural Resources Building, the Jack River School, teacherage and convent, the Norway House High School and teacherage, and the Playgreen Inn all have individual pipe systems. Water is drawn from the Jack River, the lake, or the Nelson River.

Sewage Disposal: There are several separate systems operating in the community.

Pit privies are utilized by most private homes.

The Rossville community utilizes a primary sewage treatment plant which is operated by the Band and DIAND. Receiving Waters: Little Playgreen Lake.

The R.C.M.P. have a private primary sewage treatment plant operated by the Solicitor General's Office. Receiving Waters: Little Playgreen Lake.

The hospital, residences, and Natural Resources have a facility similar to the R.C.M.P., operated by Medical Services.

Jack River School, teacherage, and convent have a treatment facility similar to the R.C.M.P., operated by Frontier School Division.

Norway House High School and Teacherages use a Rotating Biological Contactor for sewage treatment. Receiving Waters: Jack River.

The Playgreen Inn has a private Rotating Biological Contactor. Receiving Waters: Nelson River.

Garbage Disposal: The Band owns and operates a garbage truck. Waste is dumped in a landfill site.

HOUSING

Number of houses — 461

The Band constructed 20 new homes last year and renovated nine through Capital Housing. The Band is expected to construct 21 new homes and renovate 51 this year. (Some of these include trailers to be put on foundations).

TRANSPORTATION

Access can be obtained by all-weather road from PTH #391 through Jenpeg. A ferry shuttle is used to cross the Nelson River in summer and a road over the ice is constructed in winter (road closed during freeze-up and break-up).

A 4,000-foot gravel airstrip is maintained in the community and is serviced by scheduled flights by Penmeter Air Service on a daily

basis. Dock facilities accommodate both float planes and boats.

RECREATION FACILITIES

There is one community hall, a new arena, ball field, beach, park, and playground, as well as the gyms at the schools.

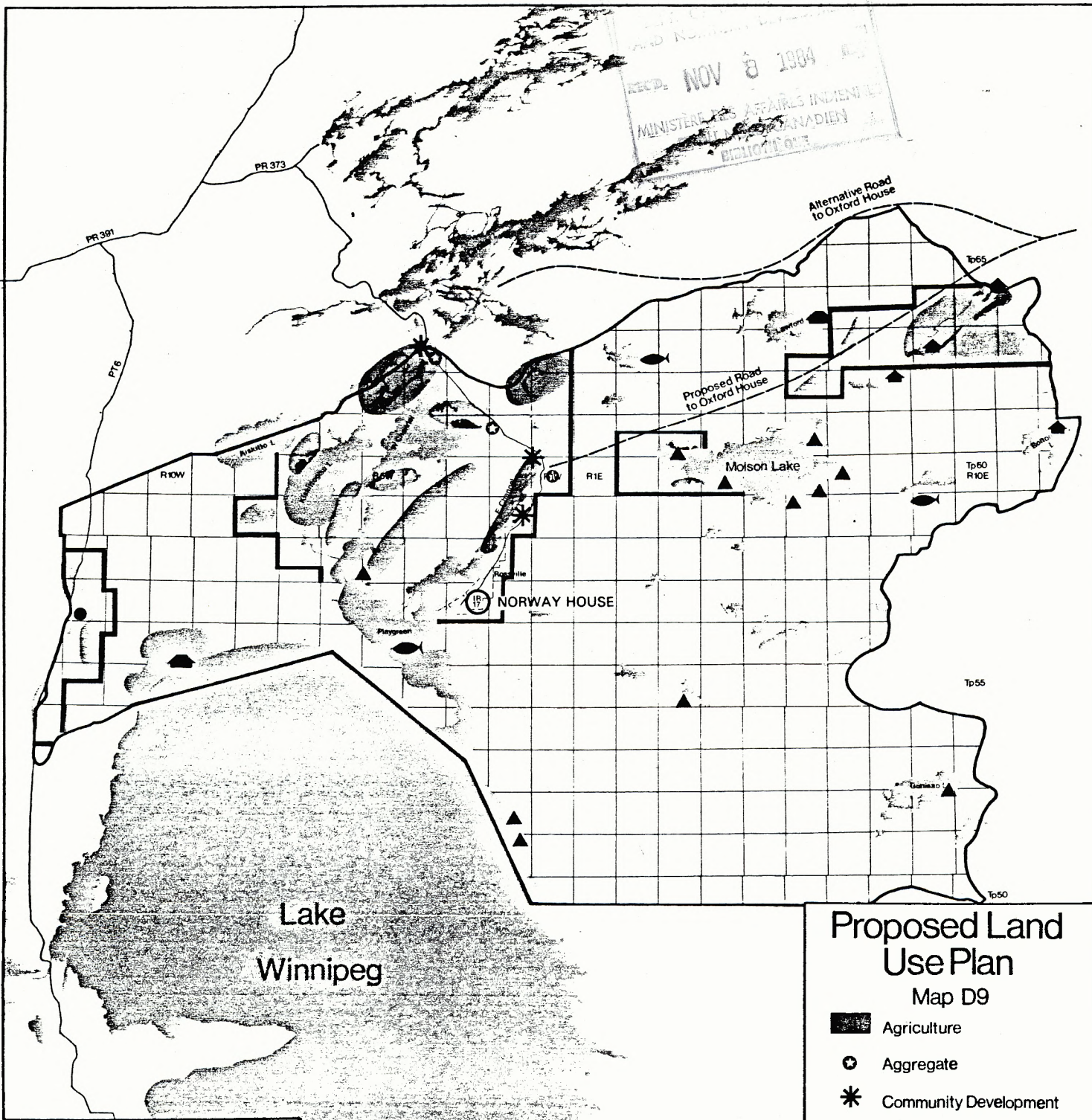
Commercial Services

Lake Side Restaurant
Gunasao Enterprises (Grocery Store)
Norway House Bakery
Henry J. Bradburn (Taxi)
Crate Radio TV Shop (Radio T.V. Service)
Norway House Upholstery Shop
Norway House Logging & Milling Operation
Norway House Commercial Complex
Norway House Band Maintenance Shop
Gravel Trucks
Crawler Tractors
Rock Drilling & Blasting
Heavy Construction
Scribe Trucking Gravel Truck Loader
Scribe Air Class 4 Commercial Charter Service
Pin au Wachi Ltd. Personal Care Home
McKay's General Store
Movie Theatre

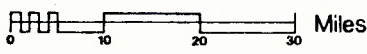
NORWAY HOUSE Land Exchange and Land Use

678.1115
C2621

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MINISTÈRE DES AFFAIRES INDIGÈNES
MINISTÉRE DES AFFAIRES INDIGÈNES
INDIAN AFFAIRS
INDIAN AFFAIRS



NORWAY HOUSE
Reserve Size: 18,653
Acres Affected: 3,180
Exchange Acreage: 12,721
Parcels Requested ●
Hold Areas ■
Existing Reserve ○



Proposed Land Use Plan Map D9

- Agriculture
- Aggregate
- Community Development
- Commercial Fishing
- Forestry
- Highway Commercial
- Hold Area Boundary
- Recreational / Cultural
- Tourist Lodge
- Tourist Outcamp

nfa

northern
flood
agreement

news release

N.F.C. BOARD OF DIRECTORS

E98-025
C-4-2000

Chief Rodney Spence
Nelson House Band
General Delivery
Nelson House, Manitoba
ROB 1A0

President of NFC

Chief Walter Apetagon
Norway House Band
P. O. Box 218
Norway House, Manitoba
ROB 1B0

Chief Norman Flett
Split Lake Band
Split Lake, Manitoba
ROB 1P0

Chief Sam Saunders
York Factory Band
York Landing, Manitoba
ROB 1B0

Chief Walter Monias
Cross Lake Band
Cross Lake, Manitoba
ROB 0J0

NFC SENIOR STAFF

Mr. Joe I. Keeper
Executive Director
Northern Flood Committee
310 - 260 St. Mary Avenue
WINNIPEG, Manitoba
R3C 0M6



Indian and Northern
Affairs Canada

Affaires indiennes
et du Nord Canada

Canada

E78.075
C3635NF IMPLEMENTATION MANAGERS:

Etienne Robinson
Implementation Manager
Cross Lake Band
CROSS LAKE, MB
ROB 0J0

Charlie Joe Hart
Implementation Manager
Nelson House Band
General Delivery
NELSON HOUSE, MB
ROB 1A0

Ralph Hart
Implementation Manager
Norway House Band
P.O. Box 218
NORWAY HOUSE, MB
ROB 1B0

Ken Wastesicoot
Implementation Manager
Split Lake Band
SPLIT LAKE, MB
ROB 1B0

Obediah Wastesicoot
Implementation Manager
York Factory Band
YORK LANDING, MB
ROB 1B0



6-78 M25
C2635

Nelson House

Nelson House Indian Reserves No. 170, 170A, 170B, and 170C comprise 14,451 acres of land and is located approximately 100 miles west of Thompson, 396 miles northeast of The Pas, and 1,049 miles north of Winnipeg. There is an all-weather road which connects Nelson House to Thompson, as well as PR391, which connects the community to Lynn Lake. The core area of the community is located along the north shore of Footprint Lake, I.R. #170 (4,588 acres), with smaller nodes of development occurring at Dog Point and R.C. Mission Point. Today, only a few gardens and abandoned settlement sites mark the extent of occupation at I.R. #170A (2,870 acres) and #170B (6,925 acres). Indian Reserve #170C (8 acres) remains in use as a cemetery site. The settlement of South Indian Lake (approximately 30 percent of Nelson House Band members), located on the southeast shores of South Indian Lake, was formed in 1920 as an alternative to the formation of the major permanent settlement at Nelson House. The residents rely heavily upon fishing, trapping, and caribou hunting as a livelihood. As a result of developing separate communities and family structures, there exists today little interaction between the two communities. The Band has an outstanding land entitlement of approximately 52,364 acres.

The Nelson House Band is one of five Bands whose reserve has been affected by hydro developments in the Nelson River system and is, therefore, covered by provisions of the Northern Flood Agreement. Among the broad range of issues dealt with by this agreement, the Band is seeking approximately 13,420 acres of new reserve land within their traditional use area as compensation for hydro development impact.

The terrain in the vicinity of the reserves consists of rolling hills within the Precambrian Shield overlain by variable thicknesses of glacial drift with poorly drained muskeg in the intervening valleys. Footprint Lake drains through the Footprint River south into Threepoint Lake on the Burntwood River system.

Economic activity at Nelson House is based on fishing, trapping, hunting, and a small local service sector. Commercial enterprises operated by the Band include a logging and milling operation, restaurant/laundromat, general convenience store, and service station, and a handicrafts shop. The majority of the productive forest land is young growth but will potentially be another source of income.

The majority of the Band members speak the Cree language. The Band is a signatory of Treaty 5 signed in 1875.

Population

		Band Population ¹		Nelson River ²
Age Group		On-Reserve	Off-Reserve	
Children	0-4	170	22	15
	5-14	420	58	39
Labor Force	15-19	147	16	11
	20-24	128	19	9
	25-34	162	26	20
	35-64	199	37	10
Over	65	68	3	4
		<u>2</u>	<u>1</u>	
TOTALS		1,296	+ 182 = 1,478	108

H&W,
Nov. 19, 1982³ 1,981 + 204 = 2,185

¹ IANC, December 31, 1981

² Northern Affairs, June, 1982

³ Health & Welfare, Medical Services, November, 19, 1982 (including members of other Bands)

Local Contacts

Chief Rodney Spence
Nelson House Band
General Delivery
NELSON HOUSE, Manitoba
R0B 1A0
Ph: 484-2332

Band Councillors:

John Jock Spence
Jerry McDonald
Henry Linklater
George Linklater
Charlie Hart
Norman Linklater

Band Manager: Betsy Moody

Affiliations:

Keewatin Tribal Council
Thompson, Manitoba
Ph: 677-2341

Manitoba Keewatinowi Okimakanak Inc.
Thompson, Manitoba
Ph: 778-4431

MLA — Jerry Stone, NDP
MP — Rod Murphy, NDP

Services

Fire Protection: The Band has one water delivery truck with limited firefighting capabilities. There is a Mutual Aid Agreement in place with the Community of Thompson.

Police Protection: The Band employs three Band constables. The local R.C.M.P. detachment located in Thompson, has one 3B on staff.

Postal Service: Daily highway service to Nelson House.

Hospital/Nursing Station: There is a Nursing Station and a Dental Station on-reserve. The nearest hospital is located in Thompson.

SCHOOLS

Band members may attend three schools: (1) Roland Lauze, located on-reserve and which offers levels K4-9. The school is Band-

operated under the Nelson House Education Authority. (2) Oscar Blackburn Frontier School at South Indian Lake, which offers levels K4-12 and is operated by Frontier School Division. (3) Dauphin Regional Comprehensive Secondary, which offers levels 10-12.

Enrollment (Band Members, 1982/83):

Grade	No. of Students
N	0
K	113
1	94
2	81
3	57
4	107
5	72
6	68
7	56
8	43
9	26
10	13
11	10
12	15
SS	17
Total	<u>772</u>

UTILITIES

Hydro: Service provided by land line. Residential Rates (200 amp): service charge of \$8.75, plus 54.7¢ for the first 250 kW.h and 2.77¢/kW.h for additional power. Commercial Rates: service charge of \$12.05, plus 5.36¢/kW.h for the first 1,200 kW.h and 3.25¢/kW.h for additional power.

Telephone: Single party exchange.

Communications: The Band receives radio from Thompson. CBC-TV is received via transmitter located near the community. The Band also operates a satellite dish.

Water Supply: Drinking water is obtained from Footprint Lake. It is treated and delivered via three water trucks. The Nursing Station, new school, teacherage, and laundromat use the same system as does the HBC.

Sewage Disposal: Pit privies are utilized by most residents. The large facilities use a small treatment plant or, in the case of the HBC, a septic field.

Garbage Disposal: One landfill site.

HOUSING

Number of houses — 189

The Band constructed approximately seven new units and renovated ten through Capital Housing during fiscal year 1982/83. The 1983/84 housing program calls for 17 new units to be constructed.

TRANSPORTATION

Nelson House is accessible by all-weather road via PR #391 from Thompson. Grey Goose Bus Lines serves the area on a daily basis. Taxi service is available. There are dock facilities for both float planes and boats.

RECREATION FACILITIES

Recreation facilities on-reserve include an outdoor rink, a baseball diamond, as well as school facilities.

Commercial Services

ON-RESERVE BUSINESSES

Footprint Cafe
Nelson House Trappers Association
Pool Hall/Canteen
Logging and Milling
Nelson House Forest Industries Inc.
Convenience Store
Bella's Taxi
Hudson's Bay Company Store
Nelson House Delivery
Nelson House Restaurant and Laundromat
Nestawasic Enterprises Ltd.
Spence's Taxi
S&R Spence (Store)
A-Da-We-Ka-Mu
S.I.L.
O-Pee-Pun-Na-Pwee Handicrafts
O-Pee-Pun-Na-Pwee Win Incorporated
(General Store, Cafe, and Service Station)
Angus Dysart Taxi
Clee's Taxi
Janario Investments Ltd.
Nelson House Construction Company
Nelson House Loggers
Nelson House Pool Hall and Recreation Centre

The Split Lake Band has three reserves located around Split Lake. Of the three reserves, only I.R. 171 (3,608 acres), on the northwest shore of the lake, has a significant population. The other two reserves lie on the eastern shoreline of Split Lake and include an additional 7,390 acres at I.R. 171A and 335 acres at I.R. 171B.

The community is approximately 700 kilometres north of Winnipeg and 120 kilometres northeast of Thompson. It is accessible by all-weather road from Thompson.

The Split Lake region is characterized by relatively flat terrain and poor surface drainage patterns. In addition to the single large river (Nelson River) in the area, there are numerous small streams and extensive black spruce bogs, treed muskeg, and fens. Most of the timber is of poor quality and extensive areas have been burned. Much of the forest cover is a thick secondary growth of small spruce and birch with some balsam poplar.

Split Lake is an isolated community with a weak existing economic base. Commercial fishing, trapping, and construction projects provide seasonal employment for some Band members.

The Split Lake Band has become party to the Northern Flood Agreement, since their lands were affected by the Lake Winnipeg Regulation and the Churchill River Diversion projects. This agreement, signed in 1977 by Manitoba Hydro, the Federal and Provincial Governments, and the five affected Bands, provides remedial and compensation measures for project impacts.

The Band's mother tongue is Cree, and the Band is a signatory of Treaty 5 signed in 1875.

Population

		Band Population ¹	
Age Group		On-Reserve	Off-Reserve
Children	0-4	153	24
	5-14	289	72
Labor Force	15-19	127	22
	20-24	114	28
	25-34	116	39
	35-64	176	23
Over	65	45	6
		<u>1</u>	
TOTALS		1,021	+ 214 = 1,235
H&W, Nov. 19, 1982 ²		1,061	+ 214 = 1,275

¹ IANC, December 31, 1981

² Health & Welfare, Medical Services, November 19, 1982
(including members of other Bands)

Local Contacts

Chief Norman Flett
Split Lake Band
SPLIT LAKE, Manitoba
R0B 1P0
Ph: 342-2045

Band Councillors:

Jack Beardy
Samuel Garson
Duke Beardy
William Beardy
Eli Morns
Jacob Spence
Daniel Spence
William Garson
Joseph Harvey
Roderick Spence, Jr.
Victor Spence

Band Manager: Christina Garson

Affiliations:

Keewatin Tribal Council
Thompson, Manitoba
Ph: 677-2341

Manitoba Keewatinowi
Okimakanak Inc.
Thompson, Manitoba
Ph: 778-4431

MLA - Hon. Jay Cowan, NDP
MP - Rod Murphy, NDP

Services

Fire Protection: The Band has one water delivery truck with limited firefighting capabilities.

Police Protection: The Band employs two Band constables. The nearest R.C.M.P. detachment is located in Thompson, and they have one 3B on staff.

Postal Service: Daily highway service to Thompson with delivery to Split Lake two to three times per week.

Hospital/Nursing Station: There is a Nursing Station on-reserve. The nearest hospital is located in Thompson.

SCHOOLS

Band members may attend these schools: (1) Split Lake School (Federal), which offers levels K4-9. (2) Dauphin REgional Comprehensive Secondary, which offers levels 7-9. (3) Thompson schools.

Enrollment (Band Members, 1982/83):

Grade	No. of Students
N	0
K	70
1	42
2	54
3	40
4	44
5	30
6	53
7	30
8	28
9	23
10	21
11	19
12	6
SS	<u>3</u>
Total	<u>463</u>

UTILITIES

Hydro: Service provided by land line. Residential Rates (200 amp): service charge of \$8.75, plus 54.7¢ for the first 250 kW.h and 2.77¢/kW.h for additional power. Commercial Rates: service charge of \$12.05, plus 5.36¢/kW.h for the first 1,200 kW.h and 3.25¢/kW.h for additional power.

Telephone: Single party exchange.

Communications: The Band receives radio from Thompson. CBC-TV is received in the community. The Band will also operate a satellite dish.

Water Supply: The community obtains water from Split Lake. It is chlorinated and piped to a 19-standpipe system. The school and teacherage are connected directly to the system. A water delivery truck is used in addition to this system.

Sewage Disposal: Pit privies are utilized by most residents. The school and teacherage utilize a primary treatment plant. Receiving waters: Split Lake. The Nursing Station, Band office, and Medical Services trailer utilize separate septic fields.

Garbage Disposal: One landfill site.

HOUSING

Number of houses - 178

The Band constructed approximately 11 new units and renovated five through Capital Housing during fiscal year 1982/83. The 1983/84 housing program calls for 13 new units and ten renovations.

TRANSPORTATION

Split Lake is accessible by all-weather road via PR #391 north from Thompson. There are dock facilities for both float planes and boats. Grey Goose Bus Lines provides flagstop service to the area several times per week.

RECREATION FACILITIES

Recreation facilities on-reserve include an outdoor rink, a baseball diamond, as well as the school facilities.

Commercial Services

ON-RESERVE BUSINESSES

Coffee Shop
Taxi Service
Furniture Shop
Clothing Distribution Centre
Delivery and Transportation
Motel (Band)
Backhoe Service (Band)

The Cross Lake Reserves consist of I.R. 19, 19A, 19B, 19C, and 19E (pending), which are adjacent to each other and total 9,283 acres. The settlement is located approximately 190 air kilometres (118.75 miles) from Thompson and 520 air kilometres (325 miles) from Winnipeg along the shores of the Nelson River where it enters Cross Lake. There is an all-weather road from PR373 with one short ferry/winter road crossing at Pipestone Lake.

Approximately 366 acres have been developed and form the community centre. The large remainder of the area is forested, marshy, or rocky, as is typical of most terrain within the Canadian Shield having an undulating to rolling topography.

Manitoba Hydro's Jenpeg power dam and Lake Winnipeg control structure have been built about 15 kilometres upstream from the reserve. Cross Lake I.R. is, therefore, one of the five Bands covered by provisions of the Northern Flood Agreement. Among the broad range of issues dealt with by this Agreement, the Band is seeking 14,300 acres of new reserve land within their traditional use area as compensation for hydro development impact.

The Band has recently commenced construction on a new arena. Construction of a new school for K4-12 is to commence shortly.

Like many other northern communities, Cross Lake relies on traditional economic opportunities, such as trapping, commercial fishing, sustenance hunting, and log cutting as a means of income. Some local operations include Midnorth Construction, Gildas handicrafts, sawmill, pool hall/arcade, and motor repair shop. The reserve has three taxis, gravel hauling operation, restaurant/motel, and radio station.

The native language in Cross Lake is Cree, and the Band is a signatory to Treaty 5 signed in 1875.

Population

		Band Population ¹		Cross Lake ²
Age Group		On-Reserve	Off-Reserve	
Children	0-4	260	52	73
	5-14	498	115	143
Labor Force	15-19	263	46	61
	20-24	218	42	35
	25-34	247	60	72
	35-64	312	58	65
Over	65	89	13	6
		1		
TOTALS		1,887	+ 387 = 2,274	455

H&W,
Nov. 19, 1982³ 2,044 + 373 = 2,417

¹ IANC, December 31, 1981

² Northern Affairs, June, 1982

³ Health & Welfare, Medical Services, November 19, 1982 (including members of other Bands)

Local Contacts

Chief Walter Monias
Cross Lake Band
CROSS LAKE, Manitoba
R0B 0J0
Ph: 676-2218

Band Councillors:

Mervin Garrick
Etienne Robinson
Sydney Garriock
Jonas McKay
George M. Ross
Ernest Scott

Band Manager: Lloyd Kirkness

Affiliations:

Keewatin Tribal Council
Thompson, Manitoba
Ph: 677-2341

Manitoba Keewatinowi
Okimakanak Inc.
Thompson, Manitoba
Ph: 778-4431

MLA - Elijah Harper, NDP
MP - Rod Murphy, NDP

Services

Fire Protection: The Band has five water delivery trucks with firefighting capabilities. A Volunteer Fire Department is planned. There is a Mutual Aid Agreement with the Cross Lake community, who have a new fire hall and truck and Volunteer Fire Department.

Police Protection: There are two R.C.M.P. officers stationed in Cross Lake. The Band employs three Band constables. The three 3B's stationed in Wabowden serve the reserve as well.

Postal Service: Air mail service five times per week.

Hospital/Nursing Station: Cross Lake has a Nursing Station and a Dental Station on-reserve. The nearest hospital is in Norway House.

SCHOOLS

There is a Federal School in Cross Lake. Grades K4-10 are offered. Band students continuing their education can attend senior high school in Thompson.

Enrollment (Band Members, 1982/83):

Grade	No. of Students
N	0
K	110
1	64
2	73
3	72
4	84
5	84
6	57
7	64
8	38
9	32
10	28
11	29
12	16
SS	0
Total	751

UTILITIES

Hydro: Service provided by land line. Residential Rates (200 amp): service charge of \$8.75, plus 54.7¢ for the first 250 kW.h and 2.77¢/kW.h for additional power. Commercial Rates: service charge of \$12.05, plus 5.36¢/kW.h for the first 1,200 kW.h and 3.25¢/kW.h for additional power.

Telephone: Single party exchange — land line (full service).

Communications: Cross Lake Band operates a local radio station, CFNC, and also receives signals from Thompson. CFNC is affiliated with the CBC. CBC-TV is rebroadcast in the community. There is a satellite dish in the community.

Water Supply: The community draws its water from Albert North Lake or the Nelson River. It is chlorinated and distributed via five standpipes or five water trucks. The school, teacherages, water truck station, and Nursing Station obtain water from the Nelson River. It is filtered and chlorinated and distributed via standpipe or water truck.

Sewage Disposal: Most community members use pit privies. The school utilizes chemical toilets and septic fields. The Band office, teacherages, and HB C use septic fields. These facilities are operated by IANC or the Band. The Nursing Station has a secondary treatment facility operated by Medical Services. Receiving Waters: Nelson River.

Garbage Disposal: The community utilizes garbage pits.

HOUSING

Number of houses - 382

The Band constructed 12 new houses and renovated 37 through Capital Housing/CMHC this year. The Band is expected to construct 36 new units this year.

TRANSPORTATION

Cross Lake is accessible by all-weather road through Jenpeg from PTH #391. A ferry shuttle is required to cross the Nelson River in summer and a road is constructed over the ice in winter. It is inaccessible by road during break-up and freeze-up. A 3,000-foot gravel airstrip is maintained in the community and is serviced by scheduled flights by Perimeter Airlines five times per week.

RECREATION FACILITIES

There is a hall in the community that has recently been renovated. Other facilities include an outdoor rink, park, playground, beach area, as well as the gym at the school. A new arena complex with seating/standing room for up to 1,000 people.

Commercial Services

MidNorth Development Corporation	Heavy Construction
	Concrete batching and delivery
Cross Lake Handicraft Guild	Handicraft Manufacture and sale
Triple "R" Electric Service	Outboard
	Skidoo repair
	Automotive
	Garage
	Tow Truck
	Gravel Truck
	Poolhall
	Arcade
	Confectionery

The York Landing community was established in the summer of 1957 with the relocation of the York Factory Indian Band from York Factory. The community is located on the north bank of the Aiken River near its mouth where it empties into Split Lake. The air distance from Winnipeg is approximately 720 kilometres in a northerly direction; the distance by air from Thompson is some 112 kilometres in a northeast direction.

The community is currently a 2,200-acre parcel of Provincial Crown land which is in the process of being established as reserve property. A total outstanding treaty land entitlement of approximately 1,000 acres is anticipated for the Band.

The community has a 2,800-foot gravel airstrip, as well as a float plane docking facility. There is no all-weather road into York Landing. During the summer, a ferry service operates from Split Lake, which is 20 kilometres to the north, and from here there is an all-weather road to Thompson. A winter road is constructed between these communities each winter to tie York Landing into the all-weather road system.

The terrain in the immediate vicinity of York Landing is gently rolling clays and sits with scattered areas of moraines and organic bogs. The dominant tree species in the area is black spruce with a mixture of trembling aspen and jack pine in scattered locations.

Some Band members are employed in seasonal trapping, and a local grocery store and pool hall are operated in the community. The Band owns a Goose Camp along Ten Shilling Creek near Hudson Bay. The massive hydro-electric projects in the region have significant physical, social, and economic impacts on the way of life and traditional pursuits of the York Landing people.

Since the Band's lands and activities are affected by the Lake Winnipeg Regulation and the Churchill River Diversion, they have

become party to the Northern Flood Agreement, signed in 1977 by Manitoba, Canada, Manitoba Hydro, and the five Indian Bands affected, which provides remedial and compensation measures for project impacts.

The Band's mother tongue is Cree, and the Band is a signatory of Treaty 5 signed in 1875.

Population

		Band Population ¹		
Age Group		On-Reserve	Off-Reserve	Prov. Cr. Land
Children	0-4	3	21	28
	5-14	3	37	93
Labor Force	15-19	0	15	45
	20-24	1	17	21
	25-34	2	29	39
	35-64	1	22	46
Over	65	2	5	9
Unstated			1	1
TOTALS		12	147	282 = 441

H&W.

Nov. 19, 1982³ 313 + 131 = 444

¹ IANC, December 31, 1981

² Northern Affairs, June, 1982

³ Health & Welfare, Medical Services, November 19, 1982 (including members of other Bands)

Local Contacts

Chief Sam Saunders
York Factory Band
YORK LANDING, Manitoba
R0B 1B0
Ph: 342-9910

Band Councillors:
Horace Saunders
Lampson Hill
Thompson Beardy

Band Manager: Francis Saunders

Affiliations:
Keewatin Tribal Council
Thompson, Manitoba
Ph: 677-2341

Manitoba Keewatinowi
Okimakanak Inc.
Thompson, Manitoba
Ph: 778-4431

MLA - Hon. Jay Cowan, NDP
MP - Rod Murphy, NDP

Services

Fire Protection: The Band has one water truck with limited firefighting capabilities.

Police Protection: The Band employs one Band constable. The nearest R.C.M.P. detachment is located in Thompson, and they have one 3B on staff.

Postal Service: Daily highway service to Thompson with rail delivery to Ilford three times per week.

Hospital/Nursing Station: The nearest hospital is located in Thompson.

SCHOOLS

Band members attend the York Landing School (Federal), which offers levels K5-8.

Enrollment (Band Members, 1982/83):

Grade	No. of Students
N	0
K	11
1	6
2	9
3	9
4	6
5	6
6	8
7	13
8	15
9	10
10	9
11	3
12	4
SS	3
Total	112

UTILITIES

Hydro: Service provided by land line. Residential Rates (200 amp): service charge of \$8.75, plus 54.7¢ for the first 250 kW.h and 2.77¢/kW.h for additional power. Commercial Rates: service charge of \$12.05, plus 5.36¢/kW.h for the first 1,200 kW.h and 3.25¢/kW.h for additional power.

Telephone: Single party exchange.

Communications: The Band receives radio from Thompson. The Band will operate a satellite dish in the community in the near future.

Water Supply: The community obtains water from the Aikens River. It is treated and piped directly to the school, teacherage, Nursing Station, and Medical Services, as well as a standpipe system. A water delivery truck services the outlying areas.

Sewage Disposal: Pit privies are utilized by most residents. The school, teacherage, and Nursing Station are serviced by individual septic fields.

Garbage Disposal: One landfill site.

HOUSING

Number of houses - 56

The Band constructed approximately two new units through Capital HOusing during fiscal year 1982/83. The 1983/84 housing program calls for four new units and five renovations.

TRANSPORTATION

York Factory is accessible via winter road from Split Lake. During the summer months, a ferry service is available to take vehicular and pedestrian traffic from Split Lake to the community. A 2,800-foot airstrip is maintained in

the community and is serviced by scheduled flights by Calm Air from Thompson twice a week.

RECREATION FACILITIES

Recreation facilities on-reserve include baseball fields, outdoor rinks, as well as the school facilities.

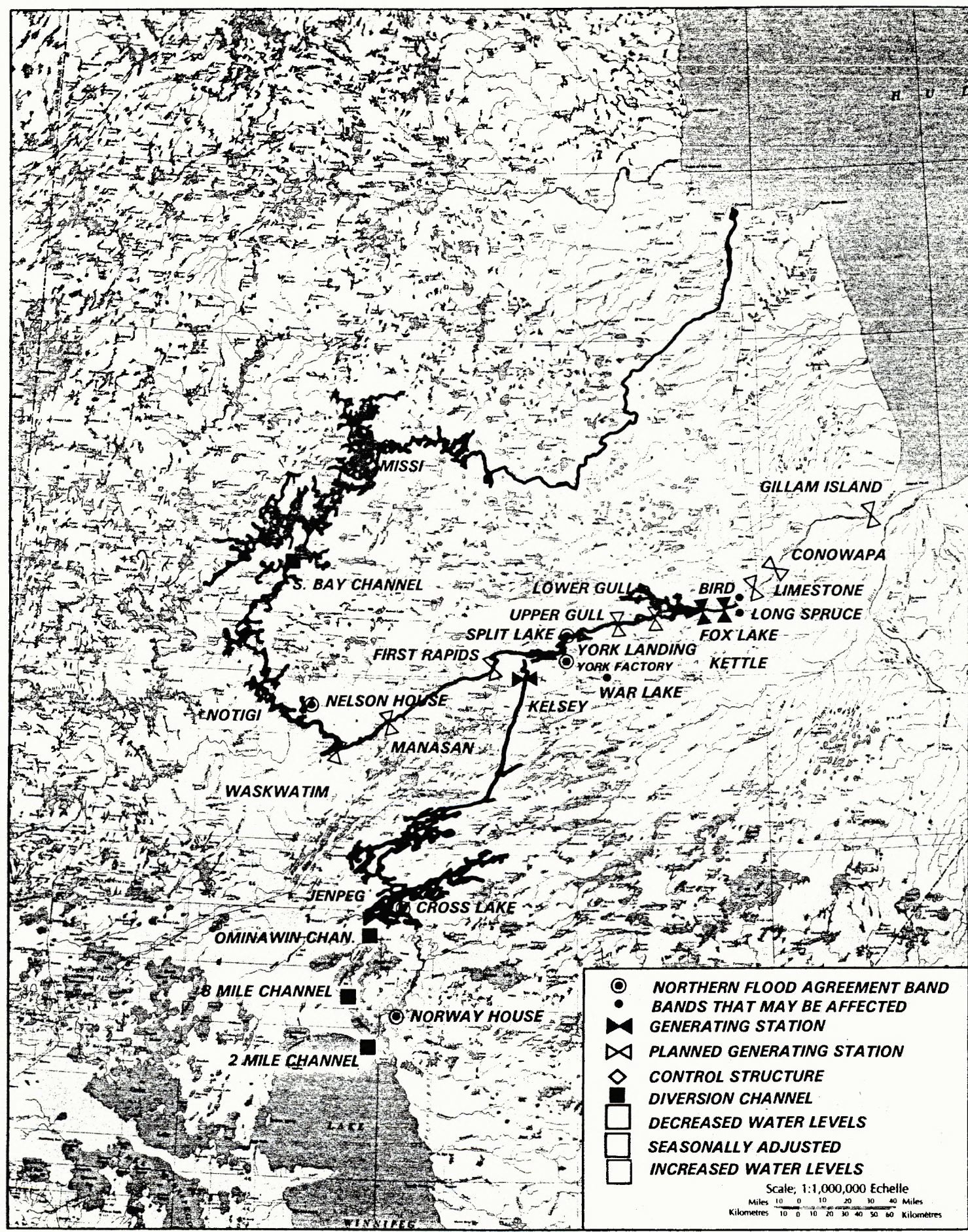
Commercial Services

ON-RESERVE BUSINESSES

Pool Hall
General Store

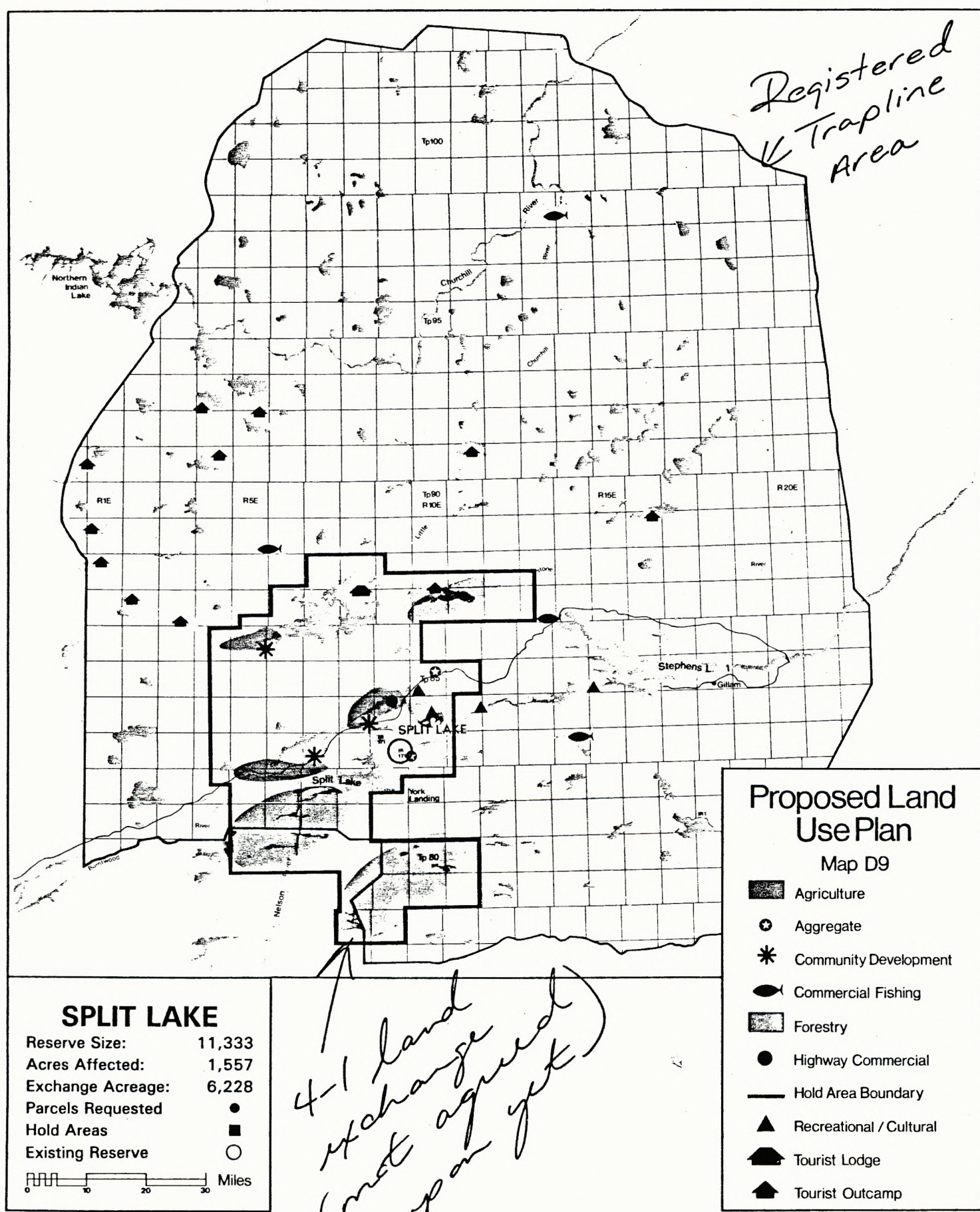
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HYDRO GENERATING STATIONS AND CONTROL STRUCTURES



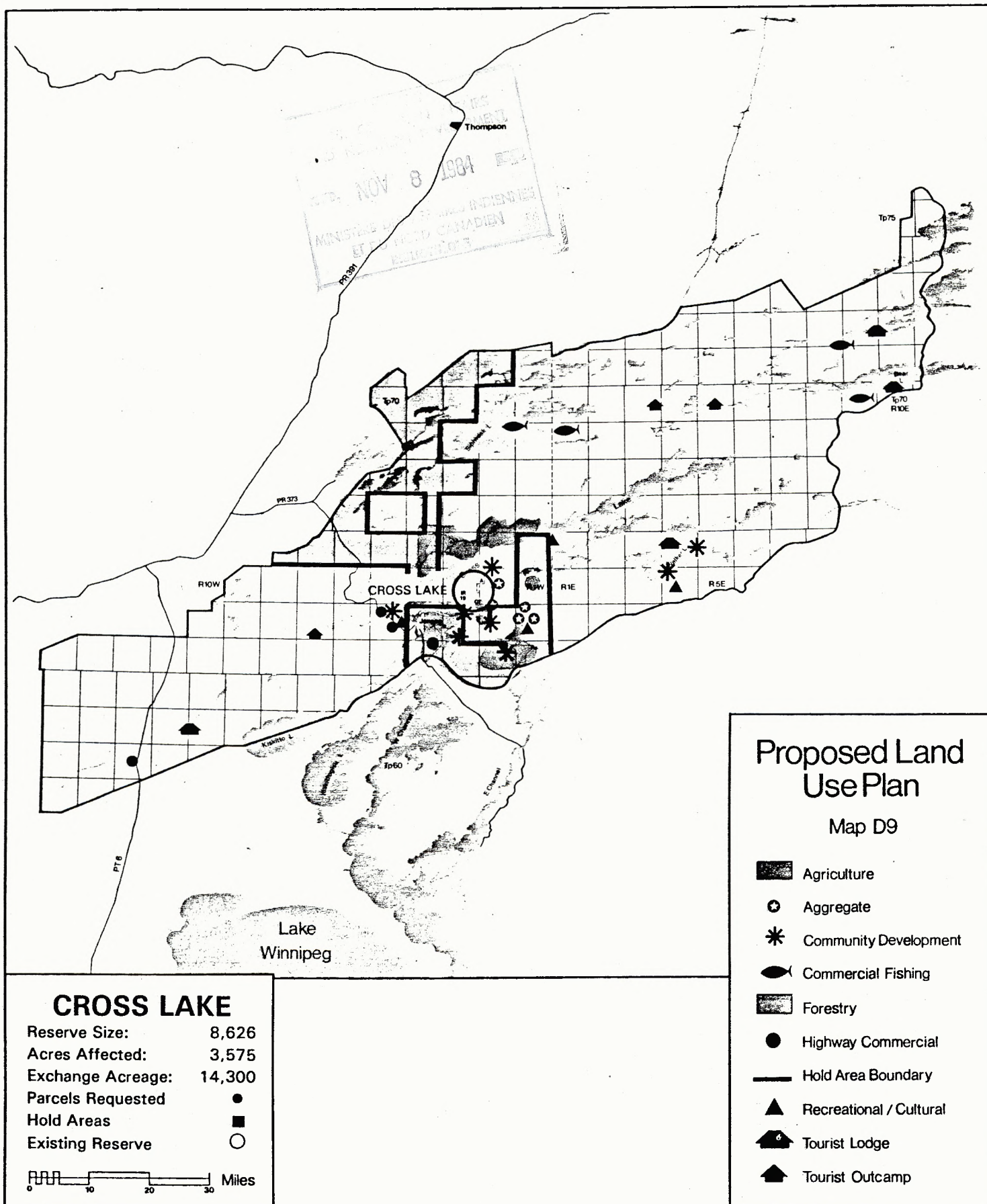
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C3635

SPLIT LAKE Land Exchange and Land Use



CROSS LAKE

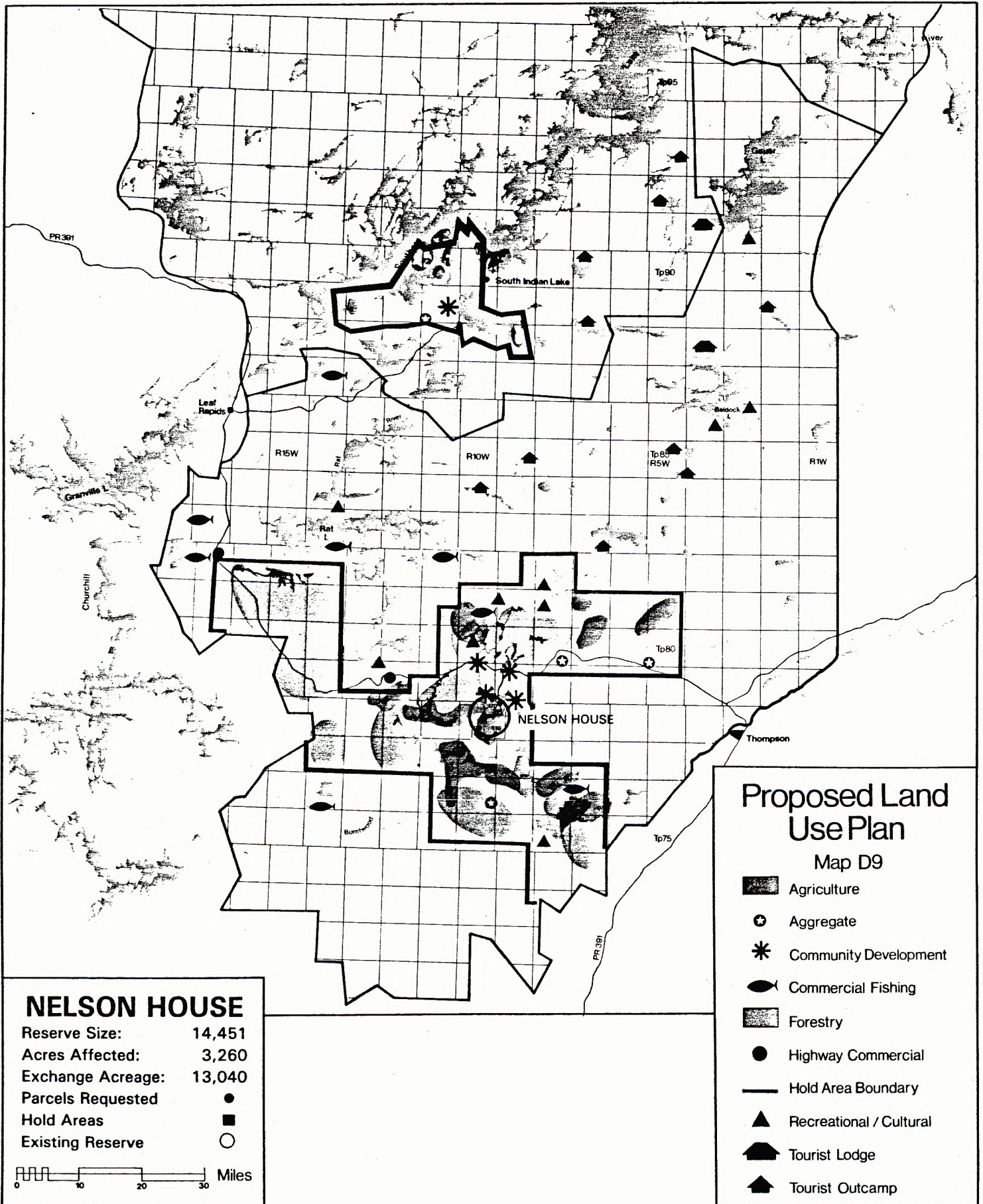
Land Exchange and Land Use



NELSON HOUSE

Land Exchange and Land Use

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C3635

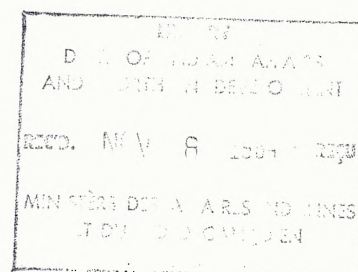


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NORTHERN FLOOD AGREEMENT

BACKGROUND

JULY 11, 1984



EVENTS LEADING UP TO THE NORTHERN FLOOD AGREEMENT

Provincial interest in developing northern Manitoba's hydro-electric potential was first expressed in the late 1940's. This was encouraged by the Federal-Provincial Lakes Winnipeg and Manitoba Board conclusion, in 1955, that the Nelson River and Lake Winnipeg power potentials would become economic within the following decades.

In 1963, the Federal-Provincial Nelson River Programming Board (NRPB) undertook investigation of a scheme to divert lower Churchill River flows into the lower Nelson River system, to augment generating potentials identified in the upper Nelson via Lake Winnipeg. Two years later, the NRPB recommended the immediate consideration of hydro-electric developments designed to meet forecasted load growth and export potential through the 1970's into the 1990's.

On February 15, 1966, Canada and Manitoba announced agreement in principle to cooperate in development of a massive hydro electric project. The project was to include provincial construction of a power generating facility on the Nelson River and diversion and impoundment of lower Churchill River flows into South Indian Lake and through to the lower Nelson River. The project also provided for Federal construction of a high voltage DC transmission system to convey power from upper and lower Nelson River sites to Winnipeg.

Between 1966 and 1968, while the Nelson River Kettle Rapids generating plant and the transmission system were under construction, widespread controversy developed over the Churchill River diversion's largely unknown socio-economic and environmental consequences. Several studies were undertaken by and/or for the Province and/or Manitoba Hydro during the period, examining the anticipated effects on the human and natural resources, and the cost-benefit of alternative construction and operating sites and schemes. A Manitoba Department of Mines and Natural Resources Task Force report, "Resource Implications of the Churchill River Diversion", (initiated in September 1968 and submitted January

(1969) concluded that the project could partially ruin existing fishing and trapping facilities at Nelson House, leaving residents without a satisfactory base for a major part of their existing livelihood from natural resources. Further, it noted that the cost of clearing some 550,000 acres of to-be-flooded timber could reach \$165 million, and that the encompassed 500,000 cords of merchantable wood had a value of \$10 million or less. In addition, the report identified resulting navigation concerns, loss in potential value of commercial and sport fishing, and depreciated recreation use of adjoining land.

In August 1971, Canada and Manitoba established the Lake Winnipeg, Churchill Nelson Rivers Study Board to:

- A) determine the effects which the regulation and diversion projects would likely have on other water and related resource uses,
- B) indicate ways in which the projects may provide beneficial to such other uses,
- C) recommend modifications in the design and operation of the works,
- D) recommend remedial measures where considered necessary to lessen undesirable effects.

Results of the three year, \$2 M Study included 47 recommendations.

In April 1974, the five Indian Band communities (Cross Lake, Norway House, Nelson House, Split Lake and York Landing) affected by the flooding met at Thompson, Manitoba, and formed the "Churchill - Nelson - Lake Winnipeg Flood Committee", subsequently the Northern Flood Committee (NFC), to represent their interests. The NFC's major concern was that the Project's altered water levels would have major adverse effects such as the flooding of reserve lands, degraded water quality, loss of hunting, fishing and trapping areas, and related social and economic impacts.

THE NORTHERN FLOOD AGREEMENT

After a lengthy negotiation and mediation process, the Northern Flood Agreement was signed in December 1977 by the Province of Manitoba, Manitoba Hydro, Indian and Northern Affairs (on behalf of Canada) and the Northern Flood Committee, representing the five Bands of Cross Lake, Nelson House, Norway House, Split Lake and York Factory.

The Agreement sets out a number of specific and general obligations and undertakings for each and all of the signatories. It also includes a compensation program for the status Indians affected by the construction. The Agreement also provides for an arbitrator who possesses significant powers to assign responsibility for compensation, remedial and mitigatory measures to compel performance.

In June 1982, INAC appointed a senior Director (Manitoba Resource Development Impacts Office - MRDIO) with an integrated Headquarters and Regional responsibility for the issue. Inter-party meetings to encourage implementation without recourse to arbitration have been ongoing and frequent. INAC support to the NFC/Bands from 1977/78 - 1983/84 for organizational and research activities totalled \$1.9 million with a further \$.5 million committed this year.

The signatories' interpretation of their mutual and respective NFA obligations is rendered difficult by the ambiguous wording of the Agreement. A number of issues under dispute (150 as of June, 1984) have been submitted to the arbitrator by the NFC/Bands, Hydro, Manitoba and Canada for resolution.

To address the issue of ambiguous and unfulfilled obligations, Cabinet has approved measures to expedite implementation of the Federal obligations under the Agreement.

A summary of the provisions of the Northern Flood Agreement is included in its press kit. Further copies are available from the Manitoba Regional Office of Indian and Northern Affairs Canada.

CURRENT STATUS OF LWCNR PROJECT

Approximately one quarter of the Lake Winnipeg Regulation and Churchill, Nelson River Diversion Project is complete. It presently consists of two generating stations on the lower Nelson River (Kettle and long Spruce) and two on the upper Nelson River (Jenpeg and Kelsey), in addition to several diversion and control structures. Project costs to date, detailed in the Table below, total \$1,357 million, roughly half of which are accounted by labour and half by materials. Approximaely \$10.5 million of total costs comprise expenditures and compensation programs, mitigation works, and arbitration awards to status Indians pursuant to the Northern Flood Agreement, and related non-status individuals. These cost are accounted by Hydro within the cost of the Project.

Lake Winnipeg, Nelson and Churchill River
Regulation and Diversion Project -
Construction Cost Summary
(in millions of \$)

<u>Project</u>	Direct & Indirect Costs (Less Interest)	Interest During Construction	Total Costs
Kettle Gen. Station	\$ 254.7	\$ 69.4	\$ 324.1
Long Spruce G. S.	289.7	115.9	505.6
Churchill R. Diversion	186.2	34.3	220.5
Lake Wpg. Regulation/	107.3	18.7	126.0
Jenpeg Gen. Station	142.8	38.0	180.8
 TOTAL(S)	 \$ 1,080.7	 \$ 276.3	 \$1,357.0

Source: Manitoba Hydro, March 1983.

The development of this hydro-electric potential made large numbers of construction jobs available. Unfortunately the affected Indian people received little of the employment benefits.

Construction Workers

Project	1973	1974	1975	1976	1977	1978	1979
.Kettle/ Long Spruce	665	1485	1404	1177	708	274	211
.Churchill River Diversion	422	730	1071	393	125	--	--
.Lake Wpg. Regulation and Jenpeg	1012	1140	716	445	385	368	301
.Others	--	--	26	252	588	99	--
	2099	3355	3217	2267	1706	741	512

Project development has increased Manitoba Hydro's installed generating capacity by roughly three times, from approximately 1,200 thousand KW in 1969 to 4,091 thousand KW in 1982 (See 1983 Annual Report, Manitoba Hydro). Completion of up to twelve additional generating stations would increase installed capacity 50% to 6,140 thousand KW.

Development of additional lower Nelson River and Burntwood River sites is contingent on current load forecasts. The lower Nelson River Limestone site was licensed in 1976, and preliminary site development is largely completed. Construction was suspended in the late 1970's and the initial 1982 in-service date has been rescheduled to 1991. Manitoba Hydro estimates labour demand for the lower Nelson River sites is significant, some 6000 direct jobs over the construction period.

Feasibility work on Limestone has proposed a more open process of participation in planning, and anticipated careful sequencing and preconstruction measures to ensure that northern, particularly native, business and employment development potential, which was largely undeveloped during initial Project construction, can be fully realized during Limestone construction and operation.

All generating stations and control structures currently operate under interim licenses. Water level and flow specifications which limit Project operations under the conditions of interim licences are therefore subject to change. Generally, licensing conditions specify upstream impoundment water levels and rates of water flow through generating stations/control structures but do not regulate the downstream water levels and flows which impact the NFA communities.

A recommendation to regulate downstream water levels under an amended interim license for Jenpeg is expected to be forthcoming from an environmental impact study of Cross Lake commissioned under arbitration Claim 11.

DEPT. OF INDIAN AFFAIRS
AND NORTHERN DEVELOPMENT
MAY 8 1984
FINANCEMENT DES BANDES CONCERNÉES PAR LA CONVENTION
SUR L'INONDATION DES TERRES DU NORD

MINISTÈRE DES AFFAIRES INDIENNES
ET DU NORD CANADIEN
EMBOITAGE

Thompson, Manitoba (le 11 juillet, 1984) -- L'honorable Lloyd Axworthy, ministre des Transports, a annoncé aujourd'hui au nom de l'honorable Douglas Frith, ministre des Affaires indiennes et du Nord, que le Cabinet avait décidé d'accélérer la mise en oeuvre des mesures recommandées dans le cadre des obligations fédérales découlant de la Convention sur l'inondation des terres du Nord du Manitoba.

L'accord quadripartite fut négocié en 1977 par la province du Manitoba, Hydro Manitoba, le Canada et le Comité de l'inondation des terres du Nord en vue de compenser cinq bandes indiennes manitobaines (Cross Lake, Nelson House, Norway House, Split Lake et York Factory) pour les dégâts occasionnés à leur milieu par un projet d'aménagement hydro-électrique réalisé dans le Nord du Manitoba.

M. Axworthy a déclaré que le Cabinet avait décidé d'entreprendre un programme de cinq ans visant à construire un réseau très complet d'adduction d'eau et d'élimination des égouts dans chaque réserve. Ce programme, dont on estime que le coût s'élèvera à 57 millions de dollars, assurera la mise en place de réserves d'eau potable permanentes, conformes aux lignes de conduite fédérales en matière de santé et de sécurité.

....2.



Un partage des coûts approprié sera négocié avec Hydro Manitoba conformément à la Convention sur l'inondation sur les terres du Nord.

Chacune des cinq bandes va recevoir des fonds fédéraux pour la mise en place d'un agent de planification et de développement communautaires. En outre, le Canada négociera un partage des frais avec le Manitoba en vue de financer un comité de planification qui facilitera les activités conjointes de planification et de développement communautaires. Le Canada versera également 500 000\$ par an pour continuer à appuyer le Comité de l'inondation des terres du Nord représentant les cinq bandes.

"Le Canada continuera également à fournir toute l'aide possible aux bandes dans leurs efforts visant à accélérer la mise en oeuvre de la Convention par Hydro Manitoba et le gouvernement du Manitoba," a ajouté M. Axworthy.

"Le Cabinet a confirmé la création d'un comité interministériel fédéral qui assurera la coordination des activités fédérales et aidera les bandes à maximaliser les avantages qu'elles retireront grâce à la Convention sur l'inondation des terres du Nord du Manitoba," a ajouté M. Axworthy.

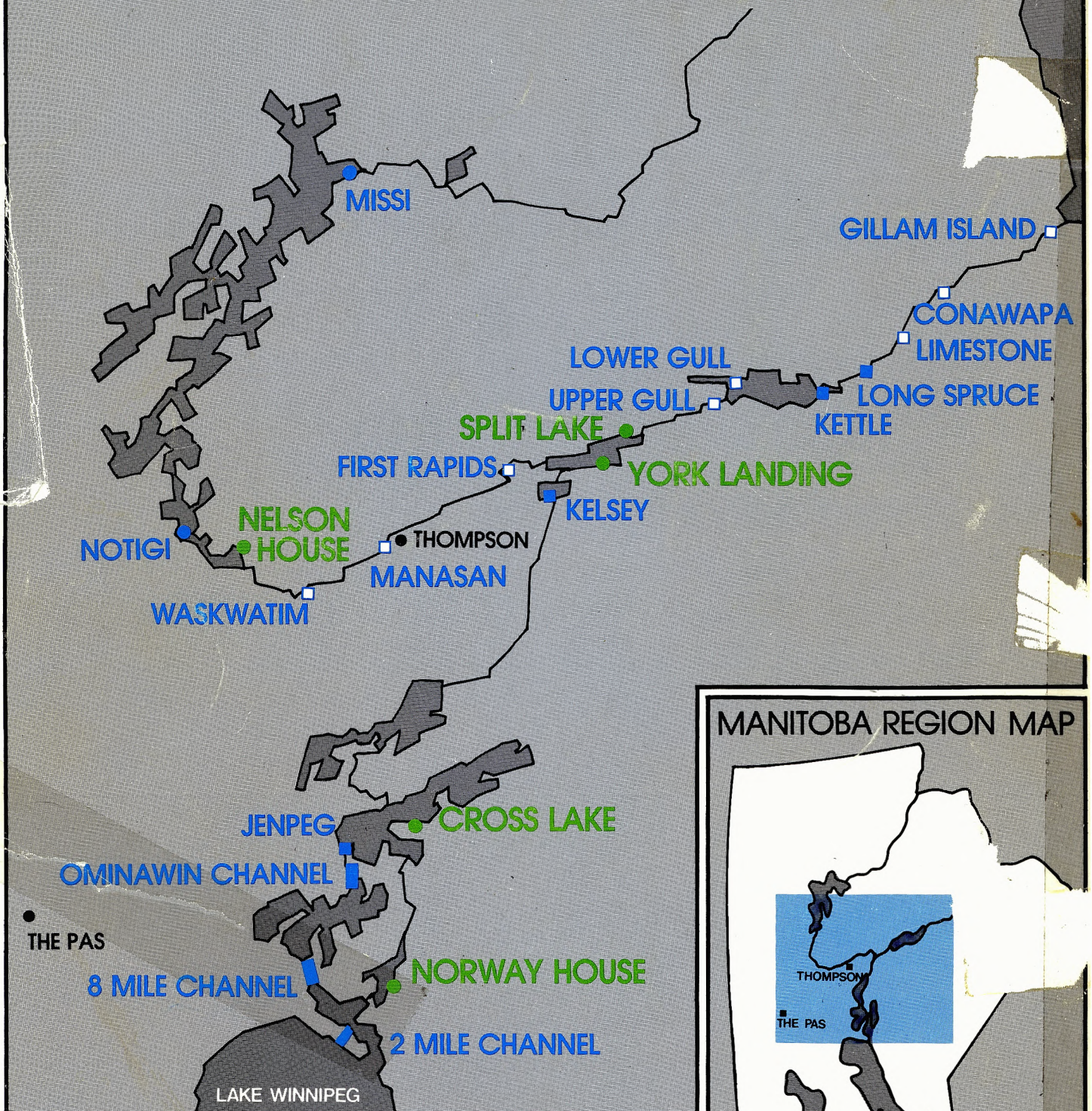
En outre, le Canada va se charger de contrôler le niveau de mercure et va examiner les recommandations du Comité d'étude sur le lac Winnipeg afin de déterminer celles qui devraient être mises en oeuvre, en particulier en ce qui concerne les mesures de contrôle écologique et socio-économique.

Le coût total de ces obligations pour tous les groupes est estimé s'élever à 70 millions de dollars. Des négociations seront entreprises avec le gouvernement du Manitoba et Hydro Manitoba pour convenir d'une méthode de partage des frais appropriée conforme à l'esprit de la Convention sur l'inondation des terres du Nord du Manitoba.

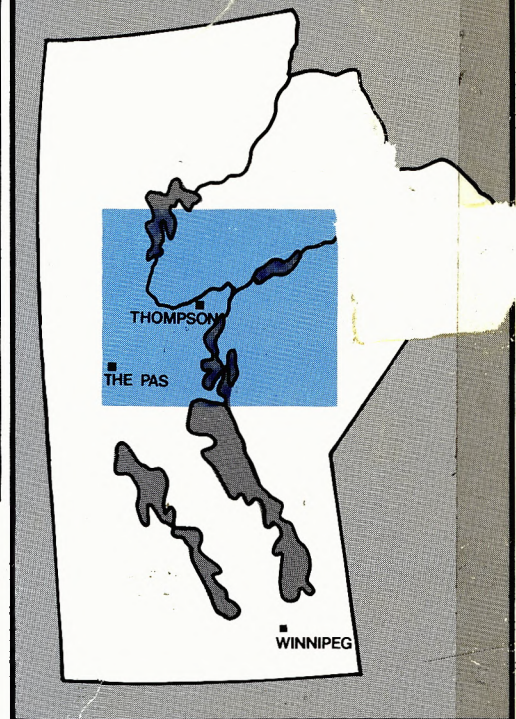
M. Axworthy a encore déclaré qu'il appuyait les préoccupations exprimées par le Comité de l'inondation des terres du Nord du Manitoba concernant les effets qu'aura le projet hydraulique sur le mode de vie traditionnel et l'environnement des bandes et qu'il espère rencontrer les membres du comité pour discuter avec eux de l'élaboration de plans d'action conjoints sur les diverses questions en cause.

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LAKE WINNIPEG REGULATION and CHURCHILL/NELSON RIVER DIVERSION PROJECT



MANITOBA REGION MAP



- NORTHERN FLOOD AGREEMENT BAND
- GENERATING STATION
- PLANNED GENERATING STATION
- DIVERSION CHANNEL
- CONTROL STRUCTURE