THIS GAAWIJIJIGEMANGIT AGREEMENT

"We are in a partnership together"

This Agreement made this _____ day of _____, 2022

BETWEEN:

BROKENHEAD OJIBWAY NATION,

LONG PLAIN FIRST NATION,

PEGUIS FIRST NATION,

ROSEAU RIVER ANISHINABE FIRST NATION,

SAGKEENG FIRST NATION,

SANDY BAY OJIBWAY FIRST NATION, AND

SWAN LAKE FIRST NATION,

(the "Treaty One Nation")

OF THE FIRST PART,

- and –

THE CITY OF WINNIPEG,

(the "City")

OF THE SECOND PART.

WHEREAS:

The Treaty One First Nations have been here in relationship with their territories (attached as Schedule A) since time immemorial and have Aboriginal and Treaty rights recognized and affirmed by Section 35 of the *Constitution Act*, 1982 based on this relationship.

The Treaty One First Nations and Her Majesty the Queen in Right of Canada are signatories to Treaty No. 1, which was signed on August 3, 1871 at the Stone Fort (Lower Fort Garry in Manitoba).

Prior to entering into treaty, the Treaty One Nations were comprised of Nationhood based on their relationship with the land. Treaty One Nations' way of life encompasses distinct languages, law, governance, culture, spirituality, education, health, harvesting, and economic systems.

The Treaty One Nation has established rights to self-determination as Indigenous Peoples in both domestic and international law as recognized by Section 35 of the *Constitution Act* (1982) and the *United Nations Declaration on the Rights of Indigenous Peoples*, which includes the pursuit of economic and resource development of our lands, and collective responsibility (management) of its traditional territories.

While the Treaty One First Nations are Bands within the meaning of the *Indian Act*, RSC 1985, c I-5 (the *"Indian Act*"), including all amendments, they have re-established and asserted their collective government after a lengthy and comprehensive land dispute. This dispute resulted in the Comprehensive Settlement Agreement dated August 30, 2019 (the "Settlement Agreement"), regarding the lands formerly described as Kapyong Barracks and now known as Naawi-Oodena.

Under the Settlement Agreement, Naawi-Oodena will be set apart as Reserve land for the use and benefit of the Treaty One Nation and will be under the jurisdiction of the Treaty One First Nations. Treaty One First Nations shall designate, by way of surrender to Canada under section 38(2) of the *Indian Act*, its interest in the Treaty One Land for the purpose of leasing the Treaty One Land to the Treaty One Development Corporation.

The Treaty One Nation will require services for the development, occupation and use of the Treaty One Land and wishes to enter this Agreement with the City for the Services and the City wishes to provide the Services on the terms and conditions set out in this agreement (the "Agreement");

The City of Winnipeg, a municipal corporation continued under *the City of Winnipeg Charter Act* as hereinafter defined, recognizes and is committed to a respectful and collaborative relationship with the evolving governance of the Treaty One Nation collective government.

The City of Winnipeg recognizes that reconciliation requires action on addressing the ongoing legacies of colonialism that have had destructive impacts on the education, cultures and languages, health, child welfare, the administration of justice, and economic opportunities, and prosperity of the Treaty One Nation.

The City of Winnipeg acknowledges that the Treaty One Land is situated within the boundary limits of the City and the City is committed to working with the Treaty One Nation so that Naawi-Oodena is a force for constructive action on addressing colonialism and creating a more equitable and inclusive society.

The City of Winnipeg recognizes *The United Nations Declaration on the Rights of Indigenous Peoples* as the framework for reconciliation at all levels and across all sectors of Canadian society and embraces its implementation through Naawi-Oodena.

The City of Winnipeg recognizes that reconciliation regarding Naawi-Oodena requires substantial investment of political will, joint leadership, trust building, accountability, resources, and transparency by the Treaty One Nation and the City of Winnipeg.

The City of Winnipeg is aware that Treaty One Nation will require services for the development, occupation and use of the Treaty One Land and wishes to enter this Agreement with Treaty One Nation and wishes to provide the Services on the terms and conditions set out in the Agreement;

FURTHER:

The Parties acknowledge that coordinated and compatible land development will benefit the Parties and their respective residents and taxpayers, as the case may be;

The Parties have negotiated this Agreement on a government-to-government basis, with each recognizing and respecting the jurisdiction of the other and the responsibilities each has to its residents, members and taxpayers, as the case may be; and

The respective Councils of each of the Parties have duly authorized the entering into of this Agreement, which authorizations are attached as Schedule "B".

AND THEREFORE:

The Treaty One Nation and the City of Winnipeg agree that they are committed to and embrace a respectful partnership relationship with each other.

The Treaty One Nation and the City hereby agree with the terms set out in this Agreement as follows:

PART 1

DEFINITIONS, INTERPRETATION AND PRINCIPLES

1.0 Definitions

1.1 In this Agreement

(a) "Access Location Improvements" to existing City streets and in the Treaty One Land includes but is not limited to impacted intersections, turning lanes, right-turn cut-offs, acceleration/deceleration lanes, sidewalks, active transportation treatments, signage, traffic signals, street furniture and any improvements thereof.

(b) "Agreement" means this agreement and schedules hereto;

(c) "Area of Interest" means the area shown on the map attached as Schedule "D" to this Agreement;

(d) "Binding Arbitration" means a dispute resolution hearing process that takes place outside of the usual court process where the Parties engage an arbitrator(s) to hear the dispute and make a decision that the Parties agree to be bound by;

(e) "Business Day" means any day except:

(i) Saturday;

(ii) Sunday;

(iii) any day that is a

A. statutory holiday in the Province;

B. civic holiday recognized by the City; or

C. recognized by the Treaty One Nation as a non-business day, including:

i. Indigenous Solidarity Day (June 21);

ii. Aboriginal Veterans Day (November 8);

iii. Aboriginal Justice Awareness Day (February 26).

(f) "By-law" means a local law or regulation that has been passed through established authority having a binding effect on individuals within a specific geographic location and as amended, replaced or substituted from time to time;

(g) "Canada" means Her Majesty the Queen in Right of Canada and includes all departments of the Government of Canada;

(h) "Charter" means The City of Winnipeg Charter, SM 2002, c 39, as may be amended or replaced, from time to time;

(i) "Chief Administrative Officer" means the administrative head of the City in the capacity of acting or interim Chief Administrative Officer;

(j) "City Land Drainage Sewer System" means the City's system of pipes, equipment, facilities, structures and processes to collect, carry, store and dispose of land drainage as defined in the City's sewer by-law;

(k) "City Public Works Infrastructure" includes but is not limited to roads, sidewalks, active transportation, boulevards, drainage appurtenances, traffic control devices, street lighting, signage and other street furniture and

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improvements within designated street rights-of-way as well as open spaces that include landscaping, parks, playgrounds, and pathways and all associated works within the City;

(l) "City Solid Waste Services" means programs, systems and facilities provided, implemented or managed by the City for the collection, storage, handling, processing and disposal of solid waste, as defined by the city's solid waste by-law;

(m) "City Wastewater Sewer System" means the City's system of pipes, sewer mains, equipment, facilities, structures and processes designed to collect, carry, treat and dispose of wastewater as defined in the City's sewer by-law;

(n) "City Water System" means the City's system of pipes, equipment, facilities and structures that carry water to points of use and the water within the system as defined in the City's water by-law;

(o) "Combined Sewer District" means an area within the boundary limits of the City designed to accept both wastewater and land drainage into a single sewer;

(p) "Construction" means any of the following activities including, but not limited to:

(i) excavating, removing, filling or back-filling soil or vegetation from land for the purpose of preparing a site for development including depositing or stockpiling of soil or material on land;

(ii) building, extending, enlarging or placing a building or road;

(iii) altering, repairing or reconstructing a building or road;

(iv) moving a building or road;

(v) demolishing or removing a building or part of a building or road, or removing or installing equipment or fixtures; and

(vi) underpinning the foundation of a building;

(vii) installation of services and related works;

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(q) "Consultation and Review Process" means the process set out herein section 23.0;

(r) "Council" means the Chief and Council of the Treaty One Nations, or any of them, or the municipal council of the City, as the context requires;

(s) "Development" within the Area of Interest or the Treaty One Land means:

(i) the converting of land into construction ready land;

(ii) construction on, over or under land;

(iii) a change in the use or intensity of use of a building or land;

(iv) the provision of services;

(t) "Dispute Resolution Process" means the process set out herein section 24.0;

(u) "Dispute" means any differences that arise between the Parties hereto with respect to the interpretation, application or administration of this Agreement, or otherwise as to matters or issues herein provided;

(v) "Effective Date" means the date on which the Treaty One Land is set apart as Reserve land for the use and benefit of the Treaty One Nation pursuant to the Settlement Agreement;

(w) "Fire Protection Services" includes all services provided by the Winnipeg Fire and Paramedic Service pursuant to the Fire Paramedic Service By-Law No. 6311/94 ("Fire Paramedic Service By-Law"), Winnipeg's Fire Paramedic Service Guidelines and Winnipeg Fire Paramedic Service Protocols;

(x) "First Nation Land Management Act (FNLMA)" means federal law that ceases federal administration of reserve lands by allowing the First Nation to opt out of land related sections of the *Indian Act*, effectively giving the First Nation authority to create a Land Code and enact laws related to managing and protecting the land, environment, and resources;

(y) "Force Majeure Event" means, with respect to a Party, any act, occurrence, condition, event or circumstance, whether or not foreseeable, that was not caused by that Party, or was beyond the control of that Party,

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and that delays, hinders or prevents that Party from complying with any term, covenant or act under this Agreement;

(z) "Naawi-Oodena Master Plan" means the final and approved Master Plan, including the Land Use Plan for the Lands, as created by the Treaty One Nation and Canada Lands Company;

(aa) "Party" means the Treaty One Nation or the City, or both as the case may be, and "Parties" means both Treaty One Nation and the City and their respective permitted successors and assigns;

(bb) "Land Use" means the management and modification of particular lands;

(cc) "Leaseholders" means the tenants or occupiers on Reserve land;

(dd) "Mediation" means a form of informal alternative dispute resolution where two or more conflicting Parties engage an independent third Party to assist with resolving the dispute in question;

(ee) "Notice" has the meaning as more particularly set out in section 30;

(ff) "Notice to Arbitrate" means a written notice demanding arbitration of a Dispute;

(gg) "Planned Development" means:

(i) in respect of the Treaty One Land, the Naawi-Oodena Master Plan described in Schedule F; and

(ii) in respect of the Area of Interest any permitted use under the Winnipeg Zoning Bylaw No. 200/2006;

(hh) "Province" means the province of Manitoba;

(ii) "Public Works Infrastructure" includes roads, sidewalks, active transportation, boulevards, signage and other street furniture within in designated street rights-of-way as well as open spaces that include landscaping, parks, playgrounds, and pathways.

(jj) "Reserve" means a tract of land, the legal title to which is vested in Her Majesty, that has been set apart by Her Majesty for the use and benefit of a band as is set out in the *Indian Act*, and legally described as:

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LOTS 1, 2, 3, 5, 6, 7, 12, 15, 16 AND 19 AND LOTS 23 TO 26, BOTH INCLUSIVE, AND LOTS 29 TO 34, BOTH INCLUSIVE, PLAN(DEPOSIT 1656/2021) _____WLTO
IN RL 60 TO 63 PARISH OF ST BONIFACE AND
RL 1 TO 4 PARISH OF ST CHARLES

(kk) "Services Charge" means the charge for the Services calculated in accordance with Schedule "E" and payable as set out in section 12.0;

(ll) "Services" means the protection (police, fire, fire prevention, and emergency medical services), water distribution, sewage collection, land drainage and flood control, and other service or services that are or may be required by the Treaty One Nation and provided by the City as set out in this Agreement;

(mm) "Term" means the term of this Agreement as set out in section 5.0, and includes any renewals of this Agreement;

(nn) "Treaty One Land" means those lands shown and legally described on Schedule "C";

(oo) "Treaty One Nation Land Laws" means the land laws enacted or to be enacted by the Treaty One First Nation pursuant to its land code under the FNLMA;

(pp) "Treaty One Nation Property Taxation Laws" means the property assessment and taxation laws enacted or to be enacted by the Treaty One Nation under the *First Nations Fiscal Management Act*, SC 2005, c.9;

(qq) "Treaty One Nation Public Works Infrastructure" includes but is not limited to roads, sidewalks, active transportation, boulevards, drainage appurtenances, traffic control devices, street lighting, signage and other street furniture and improvements within designated street rights-of-way as well as open spaces that include landscaping, parks, playgrounds, and pathways and all associated works within the Treaty One land of the Planned Development;

(rr) "Treaty One Nation Wastewater Sewer System" means the system and processes owned by the Treaty One Nation located within the Treaty One Land for collecting, storing, carrying, pumping, treating or disposing of wastewater.

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(ss) “Treaty One Nation Land Drainage System” means the system and processes owned by the Treaty One Nation located within the Treaty One Land for collecting, storing, controlling, carrying and disposing of surface water drainage and surface runoff;

(tt) “Treaty One Nation Water System” means the system of water mains and all pipes, pumps and other facilities and equipment owned by Treaty One Nation and located within the Treaty One Land used to supply potable water;

(uu) “Zoning” means the regulation of the uses of land, parcel sizes, and the use, size, height, density and location of buildings.

2.0 Interpretation

2.1 In this Agreement:

(a) the words “herein", “hereof and "hereunder”, and similar expressions, used in any section or subsection of this Agreement relate to the whole of this Agreement and not to that section or subsection only unless the context indicates otherwise; reference to the singular includes a reference to the plural and vice versa, unless the context otherwise requires;

(b) reference to a particular numbered Part or section, or a lettered Schedule, is a reference to the correspondingly numbered or lettered Part, section or Schedule of this Agreement, except where otherwise provided;

(c) headings are inserted for ease of reference only and are not to be used in interpreting this Agreement;

(d) the word “enactment" has the meaning given to it in *The Interpretation Act*;

(e) reference to an enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

(f) reference to an enactment is to an enactment of the Province or Federal Government except where otherwise provided;

(g) reference to a “law” includes applicable federal, provincial, municipal and Treaty One Nation laws, as the context requires;

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(h) reference to a “day", “month” or “year” is a reference to a calendar day, calendar month or calendar year, as the case may be, unless otherwise expressly provided;

(i) the word “including,” when following a statement, is to be construed broadly to refer to other things that could reasonably fall within the scope of the statement; and

(j) all monetary amounts are, and all payments required hereunder will be made, in Canadian funds.

2.2 The following schedules do and shall form part of this Agreement:

(a) Schedule “A” – Treaty One Territories

(b) Schedule “B” – Treaty One Nation and City Authorizations;

(c) Schedule “C” – Map of Treaty One Land;

(d) Schedule “D” – Map of Area of Interest;

(e) Schedule “E” – Calculation of Services Charges; and

(f) Schedule “F” – Naawi-Oodena Master Plan.

3.0 Principles of Agreement

3.1 The Parties have negotiated this Agreement on a government-to-government basis.

3.2 Each of the Parties recognize and respect the governmental jurisdiction of the other Party over their lands within their geographical boundaries, and neither of the Parties give up any jurisdiction, right or power by entering into this Agreement.

3.3 The City recognizes and respects the responsibilities the Treaty One Nation has to its residents, members and taxpayers.

3.4 The Treaty One Nation recognizes and respects the responsibilities the City has to its residents and taxpayers.

3.5 The Parties acknowledge and agree that it is their mutual intention to work cooperatively under this Agreement and to at all times use good faith best efforts to

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actively identify and resolve any issues or concerns related to this Agreement as they arise, including but not limited to the widening of Kenaston Boulevard.

3.6 The Parties recognize and agree that as there is or may be uncertainty in the scope or timing of Development and future availability of Services that best efforts will be employed to ensure Services will be provided to avoid restrictions in Development in Treaty One Land.

3.7 The Parties agree that Development of Treaty One Land should not be limited by any Party's reluctance to embrace innovation and that the Parties will work to ensure that technology and process innovations that are generally accepted as feasible, effective, cost effective, and compatible with relevant license requirements and any other applicable law, by-law or statutory requirements will be reviewed and to the greatest extent possible adopted so as to allow Development to proceed.

4.0 No Impact on Aboriginal and Treaty Rights

4.1 This Agreement is not intended to derogate, diminish, lessen, or prejudice constitutional, treaty, Aboriginal or other rights possessed by Treaty One Nation or its citizens.

4.2 This Agreement shall not be construed or relied upon by the Parties as being relevant to any other legal dispute involving any other legal rights the Treaty One Nation may have other than for compliance of the terms of this Agreement.

4.3 The Parties agree to acknowledge this Agreement is a contract and does not grant any jurisdiction or legal right in the City of Winnipeg over the Treaty One Land.

PART 2

TERM AND TERMINATION

5.0 Term of Agreement

5.1 This Agreement shall become binding on the Effective Date and shall continue until terminated in accordance with the provisions hereof.

6.0 Termination of Agreement

6.1 The Parties may terminate this Agreement at any time by mutual agreement in writing.

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6.2 The Parties agree that, despite any other provision of this Agreement, neither Party will terminate this Agreement during any attempt to resolve an issue through the Dispute Resolution Process.

6.3 If this Agreement is terminated for any reason, the Parties agree that the City shall be under no further obligation to provide the Services to the Treaty One Land after the date of termination.

6.4 Should a Party be in breach of any of its covenants or undertakings under this Agreement, which remains unrectified for a period of thirty (30) days following receipt of written notice of such breach, the Party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately refer this matter to the Dispute Resolution Process.

6.5 This Agreement shall automatically terminate if the entirety of Treaty One Land ceases to be recognized as Reserve land or designated as sovereign territory of the Treaty One Nation under any other Act of Canada agreed to by the Treaty One Nation and if such an alteration of status takes place the Parties shall reach a new agreement to adopt the status of the Treaty One Nation.

6.6 The following provisions survive the termination of this Agreement

(a) 7.3

(b) 7.4;

(c) 7.5;

(d) 9.4(d);

(e) 12.8; and

(f) 25.1

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PART 3

PROVISIONS OF SERVICES AND SERVICES STANDARDS

7.0 Services and Services Standards

7.1 The City agrees to use its best efforts to provide the Services to the Treaty One Land in accordance with the terms and conditions set out in this Agreement. The Treaty One Nation acknowledges that the ability of the City to provide one or more of the Services may be subject to licensing, legislation, courts, or any other authority having jurisdiction over the matter. Treaty One Nation agrees to work with the City to obtain any necessary approvals and enter into any additional ancillary agreements that may be required to permit the City to provide those Services.

7.2 Pursuant to the terms of this Agreement, the Doncaster Trunk Sewer Line and Morpeth Boulevard Catch Basin Drainage will service the Planned Development.

7.3 Nothing stated herein limits the City's ability to determine what lands, not including Treaty One Land and including third-party owned or other lands, will receive the benefit of the Doncaster Trunk Sewer Line and Morpeth Boulevard Catch Basin Drainage including but not limited to the City of Winnipeg, and at all times the City in its sole discretion may make such determination.

7.4 The Treaty One Nation upon assuming the necessary authority under the *First Nation Lands Management Act*, intends to grant to the City, its successors and assigns, for so long as required by the City, the right, licence, permit, easement, and permissions necessary for the City to use, excavate, construct, place, operate, inspect, maintain, repair, alter, capitally upgrade, add to and remove on, under, across, along, over, through or from the Doncaster Trunk Sewer Line and Morpeth Boulevard Catch Basin Drainage, together with any other plant or equipment that is, in the opinion of the Chief Administrative Officer, necessary or desirable to carry on its works, or the works of its licensees or assigns and to conduct geotechnical and environmental investigations related to the operation of the Doncaster Trunk Sewer Line and Morpeth Boulevard Catch Basin Drainage.

7.5 The Treaty One Nation upon assuming the necessary authority under the *First Nation Lands Management Act*, intends to grant to the City, its successors and assigns, for so long as required by the City, the right, license, permit and easement permissions necessary for the City to use, excavate, construct, place, operate, inspect, maintain, repair, alter, capitally upgrade, add to and remove on, under, across, along, over, through or from the City Water, Wastewater, and Land Drainage Sewer Systems, together with any other plant or equipment that is, in the opinion of the Chief Administrative Officer, necessary or desirable to carry on its works, or the works of its licensees or assigns and

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to conduct geotechnical and environmental investigations related to the operation of the connections to the City Water, Wastewater, and Land Drainage Sewer Systems.

7.6 City and Treaty One Nation acknowledge the Planned Development will integrate certain Treaty One Nation and City Water, Wastewater, Land Drainage, and Land Drainage Sewer assets and this requires coordinated development and ongoing provision of Services in accordance with the terms of this Agreement and any further ancillary agreements between the Parties. All Planned Development that connects City Water, Wastewater, and Land Drainage Sewer Systems and Treaty One Nation Water, Wastewater, and Land Drainage Systems shall be constructed at no expense to the City and in accordance with the Treaty One Nation Land Laws which shall be compatible with relevant provisions of the City's Charter, By-laws, and design standards.

7.7 Other than as set out in this Agreement, the City will have no responsibility or liability for the construction, design standards, management and maintenance of the Treaty One Nation Water System, Treaty One Nation Wastewater Sewer System and Treaty One Land Drainage System.

7.8 The Treaty One Nation, and any occupier of the Treaty One Land, shall have equivalent entitlement to the provision of the Services by the City subject to the terms of any ancillary agreements between the Parties and the City shall provide the Services to the Treaty One Land in the same manner, to the same level and to the same standards of quantity and quality as the City provides to residents in the City generally.

7.9 The City does not represent or warrant that the quantity or quality of the Services will be maintained to a specific standard other than as expressly stated in this Agreement.

7.10 The City shall at all times provide the Services in compliance with all applicable enactments.

7.11 The Treaty One Nation acknowledges that the Treaty One Land is located within a Combined Sewer District, and agrees that the City shall provide wastewater and land drainage Services to the Treaty One Land in the same manner, to the same level and to the same standards of quantity and quality as the City provides to similar properties located within combined sewer districts. The Treaty One Nation further agrees that it will adhere to development requirements to ensure compliance with the City's Environment Act licence.

7.12 Where the Treaty One Nation and the City determine that service agreements for management, operation and maintenance of Treaty One Nation Water System, Treaty One Nation Wastewater Sewer System and Treaty One Nation Land Drainage System within the Planned Development are of interest to both Parties, the Parties agree to use the Consultation and Review Process to negotiate an agreement in respect of the

provision of those services. Such service agreements will be compatible with Treaty One Nation Land Laws and the City's Charter, by-laws and design standards.

7.13 Where the Treaty One Nation and the City determine that upgrades or improvements to City infrastructure are required in order for the City to provide the Services to the Treaty One Land in accordance with this Agreement, the Parties agree to use the Review, Consultation and Dispute Resolution processes set out in Part 8 to negotiate an agreement in respect of the costs of those upgrades or improvements.

7.14 Subject to subsection 7.8, the Services shall at all times be under the control and direction of the City's personnel. The City's personnel shall have absolute discretion with respect to the equipment and personnel used to provide the Services, including in circumstances where the City is responding to multiple events at the same time and must determine priorities and assignment of personnel and equipment to each event, without consideration of whether or not the events or any of them occur on the Treaty One Land. The Services shall be provided at the same level, quality and timelines as to similar lands within the City's municipal boundaries.

7.15 If the City intends to change the manner in which Services or portions thereof are provided to the Treaty One Land, including by:

(a) adding or discontinuing Services;

(b) increasing or decreasing the scope or frequency of Services;

(c) changing the manner in which Services are provided; or

(d) changing the manner in which Services are paid for,

the City shall first provide advance notice to the Treaty One Nation and shall initiate the Consultation and Review Process in accordance with this Agreement.

8.0 Services Interruptions and Limitations

8.1 The City shall provide adequate advance notice to the Treaty One Nation of any material change to the quantity or quality of any of the Services.

8.2 The Treaty One Nation acknowledges and agrees that the City may reduce or interrupt the provision of the Services and where such an interruption or reduction is planned, the City shall give adequate advance notice to the Treaty One Nation as soon as practicable to allow the Treaty One Nation to provide notice to affected occupants of Treaty One Land. Subject to subsection 8.3 and 8.4, the Treaty One Nation acknowledges and agrees that they will not hold the City liable for any losses, costs,

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damages, claims or expenses arising from or connected with a temporary interruption to or reduction of the Services, unless the temporary interruption to or reduction of the Services is the result of the gross negligence of the City or its employee.

8.3 If a Force Majeure Event prevents a Party from complying with any term, covenant or act under this Agreement, that inability to comply will not constitute breach for the period of the Force Majeure Event and that Party shall be entitled to comply with such term, covenant or act within the appropriate time period after the Force Majeure Event ends.

8.4 A Force Majeure Event will not operate to excuse the Treaty One Nation from any payments required by this Agreement and any ancillary agreements between the Parties, at the times and in no greater amounts than specified in this Agreement or any ancillary agreements between the Parties, nor shall it entitle the Treaty One Nation to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

8.5 The Treaty One Nation agrees that the interruption or reduction of the provision of, or the inability or failure to provide, the Services by the City to the Treaty One Land will not be a breach of this Agreement and will not entitle the Treaty One Nation to damages or to terminate this Agreement unless the interruption or reduction of the provision of the Services:

(a) exceeds thirty (30) days;

(b) does not stem from a Force Majeure Event;

(c) is not related to matters detailed in sections 485-487 of the City's Charter; and

(d) is not due to an act or omission of the Treaty One Nation.

8.6 In the event that the Chief Administrative Officer, acting reasonably, advises that the City Wastewater System or treatment plant capacity cannot accept additional wastewater and land drainage flows, which would include but not be limited to the hauling or storing of liquids or biosolids, from a Development without exceeding physical limits or limits imposed by the Province of Manitoba or the Government of Canada for the disposal of liquid to waterways or of biosolids to land:

(a) the City shall immediately refer the matter for discussion and resolution pursuant the Review, Consultation and Dispute Resolution processes set out in Part 8;

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(b) if the matter is not resolved despite the Parties good faith best efforts, the City shall advise the Treaty One Nation that no additional Development may use the City's Wastewater System or treatment plant capacity;

(c) if a right of access over or through City land is required by Treaty One Nation in order to implement an alternative approach to addressing wastewater, the City shall work collaboratively employing best efforts with Treaty One Nation to plan an alternative route for the disposal of liquid to waterways or of biosolids to land and to grant required rights of access through City rights-of-way where technically feasible.

9.0 Infrastructure and Public Works

9.1 Each Party is responsible for and retains ownership of its respective infrastructure related to the Services provided under this Agreement.

9.2 The Consultation and Review Process will be used to negotiate any agreement(s) needed to ensure that the Planned Development utilizes City rights-of-way and open spaces in a coordinated way as contemplated in this Agreement.

9.3 Access Location Improvements

(a) The Consultation and Review Process will be used to negotiate an access agreement(s) in respect of any Access Location Improvements to Treaty One Land requiring access to a City right-of-way. Such access agreements will be compatible with Treaty One Nation Land Laws and the City's Charter, By-Laws, and design standards.

(b) All Access Location Improvements involving City lands or rights-of-way shall require approval by the City after review and agreement of the Joint Committee of a transportation impact study and designs setting out proposed roadways and modifications.

(c) The City shall not be responsible for the cost of Access Location Improvements.

(d) The City at its option and discretion may determine to undertake all or portions of the Access Location Improvements and in this event payment to the City shall be on demand pursuant to the account rendered by the City.

(e) Treaty One Nation shall pay inter-alia to the City, the costs of future new traffic signals installations, including installation costs but not including

future repairs and maintenance, at Access Location Improvements as well as half-signals, and pedestrian corridors adjoining Treaty One Nations, including all associated works, which may include modifications to existing installations. These shall be apportioned to the adjacent land owners based on 25% of the cost to each quadrant of land adjoining the Access Location Improvement.

(f) Treaty One Nation shall provide reasonable access to Treaty One Land for purposes of Access Location Improvements under clause 9.2.

9.4 Operation, Maintenance and Use of Access Location Improvements

(a) Access Location Improvements on City lands or rights-of-way will be operated and maintained by the City.

(b) Access Location Improvements on Treaty One Land will be operated and maintained by the Treaty One Nation except that the City shall operate and maintain traffic signals, half-signals, and pedestrian corridors and may maintain other Access Location Improvements pursuant to a mutually acceptable service agreement between the Parties. Access Location Improvements on Treaty One Land will be operated and maintained in a manner compatible with Treaty One Nation Land Laws and the City's Charter, By-Laws, and levels of service.

(c) The Parties shall determine in advance their responsibilities for operation and maintenance of Access Location Improvements that are shared between the Treaty One Nation and the City.

(d) Treaty One Nation shall where required provide reasonable access to Access Location Improvement works that are shared between the City and Treaty One Nation.

9.5 The City will have no responsibility or liability for the construction, design standards, management or maintenance of Treaty One Public Works Infrastructure.

9.6 Where any work is done on or connecting to City land or rights-of-way:

(a) right-of-way management, design standards, operations and maintenance of City Public Works Infrastructure will be in accordance with the City's Charter, By-laws, and levels of service; and

(b) right-of-way management, design standards, operations and maintenance of Treaty One Public Works Infrastructure shall be in accordance with

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Treaty One Nation Land Laws which shall be compatible with relevant provisions of the City's Charter, By-laws and levels of service.

9.7 Where the Treaty One Nation and the City determine that such agreements are of interest to them, the Parties agree to use the Consultation and Review Process to negotiate agreements in respect of:

(a) right-of-way management;

(b) operation and maintenance of City Public Works Infrastructure;

(c) operation and maintenance of Treaty One Public Works Infrastructure

within the Planned Development.

9.8 The Treaty One Nation acknowledges and agrees that all proposed improvements to City Public Works Infrastructure including access location improvements shall be circulated and approved through the City of Winnipeg Underground Structure review process where possible ninety (90) days prior to the start of construction including but not be limited to security, indemnification and insurance terms all to the satisfaction of the City.

9.9 The Treaty One Nation will coordinate with Canada Lands Corporation or other developers permitted to construct and develop within Treaty One Land, the development of City Public Works Infrastructure and Treaty One Public Works Infrastructure within the Planned Development including but not limited to Access Location Improvements to existing City rights-of-way at locations including but not limited to Kenaston Boulevard, Grant Avenue, and Taylor Avenue to ensure compatibility with Treaty One Nation Land Laws and the City's Charter, By-laws, and design standards.

9.10 All Planned Development involving City Public Works Infrastructure and Treaty One Public Works Infrastructure shall be undertaken at no expense or cost to the City.

9.11 Access Route Maintenance During Construction

(a) The Parties shall ensure that their respective construction traffic uses access routes as determined between Treaty One Nation and the Chief Administrative Officer.

(b) Rights-of-way, including approved access routes, impacted by infrastructure, building and landscape construction operations of either Party, shall be maintained in a clean and safe condition by the respective Party at its own expense to the standards required by the City and Treaty

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One Nation and as approved by the Chief Administrative Officer and the Treaty One Nation. Damages to existing Public Works Infrastructure resulting from these construction operations shall be repaired by the damaging Party at no expense to the other Party, to the standards required by the City and Treaty One Nation and as approved by the Chief Administrative Officer and the Treaty One Nation.

9.12 The Parties shall each, at their respective expense, control the regular clean-up of litter and refuse on their lands during the installation of services and until substantial completion of all construction of the Planned Development, as determined by and to the satisfaction of the Treaty One Nation and the Chief Administrative Officer.

10.0 Access to the Treaty One Land

10.1 The Treaty One Nation agrees and shall at all times ensure that the City and its employees, agents and contractors may access the Treaty One Land, upon providing to the Treaty One Nation two (2) Business Days' notice in writing for planned or scheduled Services in accordance with this Agreement, for the purposes of providing the Services under this Agreement, including to inspect, maintain, repair or replace any infrastructure or equipment, and to ensure compliance with this Agreement. The Treaty One Nation acknowledge and agree that some of the Services cannot be planned or scheduled and as such, no notice will be required.

10.2 Where applicable and required, the Treaty One Nation agrees to provide an appropriate instrument or, where required, to request an appropriate instrument from Canada and further agrees to provide any consent that may be required by the Treaty One Nation in order to grant the City access to the Treaty One Land for the purposes of providing the Services under this Agreement, including but not limited to Doncaster and Morpeth drainage.

10.3 Despite subsection 10.1, where the City requires access to buildings or other improvements on Treaty One Land, it shall make arrangements in advance for the Treaty One Nation to provide the necessary access. Where the City requires access to privately held or occupied premises, the City shall obtain the consent of the holder of those premises as necessary.

10.4 Despite subsection 10.3, where an emergency that affects the health or safety of persons or that may affect property or the environment, as determined by the City, arises or is about to arise, the City and those authorized for the purpose by the City may enter the Treaty One Land, and any improvements or buildings located on the Treaty One Land, without notice to the Treaty One Nation or any owner or occupant in order to respond to the emergency, and may take whatever actions and measures the City deems necessary to meet the emergency and to eliminate or reduce its effects.

11.0 Treaty One Nation General Obligations

11.1 The Treaty One Nation shall:

(a) upon request, provide to the City any information required by the City to provide the Services that is within the Treaty One Nation's possession;

(b) upon request, provide to the City maps, record drawings of the Treaty One Nation Water System, and the Treaty One Nation Wastewater Sewer System and Treaty One Nation Land Drainage System and other information to enable the City to identify the location of streets, utility lines and infrastructure on the Treaty One Land necessary to provide the Services;

(c) name any un-named streets within the Treaty One Land and ensure all street names are prominently displayed;

(d) affix or require to be affixed visible numbering on every building on the Treaty One Land;

(e) provide to the City and keep updated a list of all buildings and major improvements constructed, erected or placed on the Treaty One Land;

(f) take all reasonable steps to advise the occupiers of the Treaty One Land that the City is providing the Services;

(g) cooperate with the City in coordinating the provision of Services, and,

(h) provide to the City notification of any private water main break or water service pipe leak within the Treaty One Land as quickly as practicable following failure to repair the issue.

PART 4

SERVICES CHARGE, PAYMENT, AND TAXATION

12.0 Services Charge and Payment and Taxation

12.1 The Treaty One Nation shall pay to the City, regarding each quarter year of the Term, the Services Charge calculated in accordance with Schedule "E".

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12.2 At the end of each quarter year, Treaty One shall submit meter readings to the City, and the City shall deliver an invoice to the Treaty One Nation setting out the Services Charge for that quarter year. The invoice shall set out the details of the calculation of the Services Charge for that quarter year.

12.3 The Treaty One Nation shall, within thirty (30) days of receiving the invoice at the end of each quarter year, review the calculations used to determine the Services Charge and advise the City of any concerns respecting the invoice. If the Treaty One Nation advises the City of a concern, the City and the Treaty One Nation shall, as soon as reasonably possible, discuss and attempt to resolve the concern raised by the Treaty One Nation. If the Parties are unable to resolve the concern within thirty (30) days of the Treaty One Nation advising of the concern, either Party may refer the matter to the Dispute Resolution Process.

12.4 Subject to the resolution of any concerns raised under subsection 12.3, the invoice delivered under subsection 12.2 shall be due and payable within sixty (60) days following the date on which the Treaty One Nation receives or are deemed to have received the invoice in each year, and the Treaty One Nation shall deliver payment to the City within that timeframe.

12.5 If the Treaty One Nation does not pay the City the Services Charge in accordance with subsection 12.4, the unpaid amount is a debt due and owing to the City and bears interest at the same rate as an unpaid debt set out in subsection 12.6 hereof.

12.6 If the Treaty One Nation fails to pay an invoice for Services Charges by the due date, the City shall have the right to refer such failure to pay to the Dispute Resolution Process upon thirty (30) days' notice in writing given to the Treaty One Nation.

12.7 Any amounts owing by the Treaty One Nation to the City hereunder shall constitute an unpaid debt which shall be subject to interest at the rate prescribed in *The Court of Queen's Bench Act*, RSM and no further charges or penalties shall be assessed by the City.

12.8 On any termination or other determination of this Agreement, the Parties shall reconcile and adjust the payments to the date of termination, and the Treaty One Nation shall pay all outstanding amounts within sixty (60) days following the date on which the Treaty One Nation receives or is deemed to have received an invoice for the final payment from the City.

12.9 The Parties agree that, as between them the Treaty One Nation shall be the sole taxing authority for the Treaty One Land and the improvements, occupants and businesses located on the Treaty One Land.

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12.10 Where the City has raised a concern with an assessment under subsection 20.3, the Services Charge shall be determined using the assessment that has been completed and if the assessment is later varied, the Parties shall make any resulting changes to the Services Charge and shall adjust the payment made by the Treaty One Nation.

12.11 The City agrees that in the case where the Treaty One Nation constructs a connection or connections in order to access municipal services and other municipal land occupants subsequently benefit from the Treaty One Nation owned construct, the City will provide a contribution share payment, or deduct charges specific to the Services provided, as set out in Schedule “E”, and as determined and agreed pursuant to section 13.0 by both Parties for the capital expenditure incurred by the Treaty One Nation.

13.0 Capital Costs and Funding

13.1 Prior to any capital cost being undertaken for the purchase, renewal or maintenance of municipal infrastructure that benefits both the City and the Treaty One Land directly and the owner of the same desires cost sharing, the City and Treaty One Nation will enter into a written agreement setting out their respective obligations regarding that capital cost. The Parties agree that:

(a) any such agreement will ensure a reasonable cost recovery by the City for the provision of the new municipal infrastructure;

(b) if the City seeks or receives any third-Party funding for any portion of the municipal infrastructure that will benefit the City, including provincial or federal funding, the City will seek the same funding for the benefit of Treaty One Nation by providing advance written notice to Treaty One Nation of such funding opportunities, and using commercially reasonable efforts to assist Treaty One Nation with obtaining such financing; and

(c) when opportunities arise, the Parties will pursue cost sharing of projects that are beneficial to both Parties.

13.2 The Parties agree that the guiding principle in sharing the cost of any mutually beneficial asset is the direct proportionality principle. The capital cost shall be shared between the City and Treaty One Nation in direct proportion to the use of the municipal infrastructure by the residents of the Treaty One Nation and the residents of the adjacent City lands.

13.3 The Parties agree that the City is not required to make capital expenditures to facilitate private servicing of the Treaty One Land.

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13.4 The Treaty One Nation may design and construct, install or operate any other Treaty One Nation infrastructure on the Treaty One Land other than City owned municipal infrastructure and may supply and provide Treaty One Nation services (including water, wastewater and land drainage services) on the Treaty One Land other than the Services, and in every case, the Treaty One Nation shall:

(a) be solely responsible for all costs of the Treaty One Nation infrastructure and Treaty One Nation services; and

(b) ensure that the Treaty One Nation infrastructure and Treaty One Nation services do not interfere with or frustrate the City's obligations under this Agreement.

PART 5

SERVICES

14.0 Services

14.1 The City will provide Services to Treaty One Land in accordance with this Agreement. Existing or future City owned water, wastewater or land drainage infrastructure within the Treaty One Land may also be considered to provide water, wastewater or land drainage Services to the Treaty One Land.

14.2 The City agrees to provide the Services to the Treaty One Land and its occupants similar to those services and to the same standards of quantity and quality as would be provided from time to time to any other similarly situated land and occupants within the City's municipal boundaries.

14.3 The Parties acknowledge that Treaty One Nation is building its self-sufficiency in terms of the provision of Services on Treaty One Land and that as Development on Treaty One Land proceeds the Services requested from the City may change, including increasing or decreasing in nature or scale.

14.4 Treaty One Nation agrees to pay the City for any other mutually agreed upon services that may from time to time be requested by Treaty One Nation in addition to the Services identified in this Agreement.

14.5 Where there is a change in use or development of the Treaty One Land and a capital expenditure by the City may be required to provide Services required, the City is not required to provide the Services, as the case may be, or obligated to make the capital expenditure unless the Parties mutually agree to that capital expenditure.

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14.6 The City's liability for loss or damage with regard to providing Services shall be consistent with the City of Winnipeg Charter.

14.7 In the event or events of planned and unplanned temporary interruptions to the Services, notice shall be given to the Treaty One Nation of planned interruptions in the same manner as is provided to the residents and taxpayers of the City.

14.8 The City agrees to take all steps reasonably necessary to resolve any Services quality or quantity concerns as soon as possible after such a concern is identified and keep the Treaty One Nation informed of the steps being taken and the anticipated timeline for resolution.

15.0 Services Connections

15.1 In the case where the Treaty One Land does not possess an existing connection in order to obtain Services, the Treaty One Nation, at its own expense, may construct a connection or connections to access Services from the City in accordance with this Agreement.

15.2 The City shall within thirty (30) days of being provided notice by Treaty One Nation, permit the Treaty One Nation to connect the Treaty One Nation Water System and the Treaty One Nation Wastewater Sewer System and the Treaty One Nation Land Drainage System to the City Water System, the City Wastewater Sewer System, and the City Land Drainage Sewer System at connection points as are agreed upon by the Parties, provided that:

(a) the City determines that each proposed connection point is technically feasible;

(b) the costs of each connection point are paid by the Treaty One Nation in full; and

(c) each connection point:

(i) is installed and constructed in accordance with the City's specifications and standards or where available specifications and standards provided by the Treaty One Nation that meet or exceed the City's specifications and standards;

(ii) is compatible with future sewer separation of the Doncaster Combined Sewer District; and

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(iii) subject to subsection 15.3, requires the City's inspection and timely approval prior to connection of the Treaty One Nation Water System and the Treaty One Nation Wastewater System or land drainage system to a City owned water main, wastewater sewer or land drainage sewer.

15.3 Where the City determines, pursuant to any engineering studies, that the proposed connection is not technically feasible, the Parties agree to work together through the Review, Consultation and Dispute Resolution processes set out in Part 8 towards a mutually agreeable solution to make the proposed connection technically feasible.

15.4 All constructed connections and any other existing connections on the Treaty One Land and from the Treaty One Land to the Services, where applicable, will be property owned and the responsibility of the Treaty One Nation. The Treaty One Nation agrees that constructed connections will comply with required standards, terms and conditions of the Treaty One Nation and the City.

15.5 The Treaty One Nation agrees to maintain and repair all connections or disconnections situated on Treaty One Land and from the Treaty One Land to abutting services, where applicable, according to standards, terms and conditions noted in subsection 15.4. For the purpose of ensuring the City is informed of the connections and disconnections being maintained by the Treaty One Nation, the Treaty One Nation agrees to provide updated records of drawings of Treaty One Nation Water System, the Treaty One Nation Wastewater Sewer System and the Treaty One Nation Land Drainage System including the connections and disconnections as constructed.

16.0 Operation and Maintenance

16.1 The Treaty One Nation shall:

(a) be solely responsible for the construction, repair, replacement and maintenance of the Treaty One Nation Water System and the Treaty One Nation Wastewater Sewer System and the Treaty One Nation Land Drainage System, at its sole cost;

(b) be solely responsible for the construction of any additions or extensions to the Treaty One Nation Water System and the Treaty One Nation Wastewater Sewer System and the Treaty One Nation Land Drainage System;

(c) undertake all construction, repair, replacement and maintenance of the Treaty One Nation Water System and the Treaty One Nation Wastewater Sewer System and the Treaty One Nation Land Drainage System to

standards provided by the Treaty One Nation that are compatible with those of the City to the extent necessary for the provision of Services and connectivity with City infrastructure;

(d) ensure that the Treaty One Nation Water System is maintained in good working order so that it at all times delivers water flow sufficient to satisfy the requirements for the provision of the Services;

(e) notify five (5) Business Days in advance, where possible, the City of any repair, replacement or maintenance undertaken to the Treaty One Nation Water System and the Treaty One Nation Wastewater System that may interfere with the provision of any of the Services, and complete the work as soon as reasonably possible;

(f) provide the opportunity for an inspection of the work performed under (e) by a duly qualified inspector that is mutually acceptable to the Parties.

16.2 The City shall notify the Treaty One Nation of any repairs or maintenance that may be required to the Treaty One Nation Water System or the Treaty One Nation Wastewater System in order to maintain the provision of Services, and shall indicate the timeframe in which the work should be commenced and completed.

16.3 Being notified by the City under subsection 16.2, the Treaty One Nation shall take all reasonable steps to complete the work within the timeframe indicated by the City, and shall advise the City of the progress and completion of the work.

16.4 If at any time the City determines that emergency repairs are required to the Treaty One Nation Water System or the Treaty One Nation Wastewater System, the City shall immediately notify the Treaty One Nation, and if the Treaty One Nation is unable to make the necessary immediate repairs required, the City may undertake the repairs at the cost of the Treaty One Nation. The City shall undertake only such repairs as necessary to address the emergency situation.

16.5 The City shall notify Treaty One Nation immediately of any issues that arise with respect to Shoal Lake and while it is not obligated to provide financial support the City will provide technical or other in-kind support to Treaty One Nation if these issues adversely impact the Treaty One Nation development or Water System.

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PART 6

LAND USE AND DEVELOPMENT

17.0 Recognition of Jurisdiction

17.1 The Parties acknowledge that each Party has the sole and exclusive jurisdiction over Land Use and Development within its respective boundaries, and that each Party will implement and administer its respective laws within its boundaries, including respecting land use planning, development processes, and development approvals. The Parties acknowledge and agree that the City does not have jurisdiction to enact By-laws in respect of the Treaty One Nation or the Treaty One Land and the Treaty One Nation does not have jurisdiction to enact laws in respect of the City or the Area of Interest.

17.2 The Parties acknowledge that this Agreement cannot restrict in any way the legislative function of the City's Council or any of the Treaty One Nation's Council to enact laws or By-laws within its respective jurisdictional boundaries and that either the City's Council or any of the Treaty One Nation's Council may, from time to time, enact laws or By-laws within its jurisdictional boundaries.

17.3 The Parties acknowledge that Treaty One Nation Land Laws will apply to the Treaty One Land and be updated as required to be compatible with the relevant prevailing City By-laws.

17.4 The Treaty One Nation agrees that all new construction on the Treaty One Land shall comply with Treaty One Nation laws which shall to the extent necessary to give effect to this Agreement be compatible with *The Building and Mobile Homes Act* and *The Fire Prevention and Emergency Responses Act* and their regulations.

17.5 The Treaty One Nation agrees that all new infrastructure constructed on the Treaty One Land that is required for the provision of the Services shall conform to Treaty One Nation laws which shall be compatible with those of the City of Winnipeg.

17.6 The Parties agree in the spirit of cooperation and good governmental relations to share land use and development plans, as permitted by each Party pursuant to their determination of privacy rights as the case may be that are adjacent to each of the Parties and work together to:

(a) allow consistent and compatible Development within the Area of Interest and the Treaty One Land;

(b) identify and address legislative requirements within the Area of Interest and the Treaty One Land in respect of Development;

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(c) address concerns raised by the other Party respecting proposed Development using the processes set out in this Part;

(d) align and coordinate, where possible and appropriate, Development laws that affect the Area of Interest and the Treaty One Land;

(e) establish from time-to-time committees and processes as may be useful to monitor, review and prevent and resolve disputes related to Development under this Agreement;

17.7 For greater certainty, each Party acknowledges the other Party's exclusive jurisdiction to review and approve Development within its jurisdiction and agrees that neither Party is required to obtain the approval of the other Party under subsection 17.6.

18.0 Process in Respect of Development on the Treaty One Land

18.1 The Treaty One Nation intends to develop the Treaty One Land in accordance with the Naawi-Oodena Master Plan (attached as Schedule F).

18.2 The Parties agree to work together to ensure that the City will be able to provide the Services to any Development undertaken on Treaty One Land in a technically and financially feasible manner, and agree as follows:

(a) the Treaty One Nation shall as soon as possible notify the City of any proposed Development on the Treaty One Land and provide plans to the City showing the proposed Development, including access and servicing plans;

(b) upon receipt of the information and plans under paragraph (a), the City shall review the plans and, within sixty (60) days of receipt, shall:

(i) advise the Treaty One Nation of any engineering, construction, access or other concerns relating to the provision of the Services to the Development and set out how those concerns can be addressed by the Treaty One Nation; or

(ii) advise the Treaty One Nation in writing that it has no concerns respecting the Development and that the Services can be provided.

(iii) Where the City advises the Treaty One Nation of concerns under subparagraph 18.2(b)(i), the Parties agree to cooperate to resolve any concerns raised by the City, including by addressing

infrastructure or other issues, and attempt to reach an agreement to enable the City to provide the Services to the Development.

18.3 If the Parties are not able to resolve any concern raised by the City, either Party may initiate the Dispute Resolution Process.

18.4 Where the Services are extended to further Development, the Services Charge shall be calculated and levied on that Development in accordance with this Agreement.

19.0 General Agreements in Relation to Planning and Development

19.1 The City acknowledges that the Treaty One Nation shall have all privileges and rights granted to the City's residents generally under Part 6 of The City of Winnipeg Charter and the By-laws enacted pursuant thereto, including;

(a) the obligation of the City to provide notice of certain development applications;

(b) the opportunity to obtain information and make representations to the City; and

(c) the right to file objections and institute appeals.

19.2 The Parties shall use good faith best efforts to assist each other with the development of lands under their respective jurisdictions, including, without limitation, discussing and offering, where possible, tax grants and credits that would be offered to other governments.

PART 7

ASSESSMENT OF LANDS

20.0 Assessment of the Treaty One Land

20.1 The City acknowledges that:

(a) the Treaty One Nation is the taxing authority for the Treaty One Land and will be enacting the Treaty One Nation Property Taxation Laws, policies and rates that are compatible with those of the City; and

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(b) the Treaty One Nation, through its assessor, undertakes and shall be responsible for the assessment of the Treaty One Land and the improvements located on the Treaty One Land in accordance with the Treaty One Nation Property Taxation Laws.

20.2 The Parties agree that the following process shall be followed in respect of the assessment of the Treaty One Land:

(a) the Treaty One Nation shall provide the City with a copy of the assessments for the Treaty One Land and improvements when the Treaty One Nation receives those assessments and in no case later than February 1 of each calendar year;

(b) within thirty (30) days of receiving the assessments from Treaty One Nation, the City shall advise the Treaty One Nation whether it has any concerns with the assessments or whether the assessments are acceptable;

(c) if the City has any concerns with the assessments, the City shall advise the Treaty One Nation of the details of its concerns and the process in subsection 20.3 shall be followed;

(d) if the City has no concerns with the assessments, the assessments shall be used for the calculation for the Services Charge for that year, in accordance with this Agreement.

20.3 Where the City has concerns with an assessment:

(a) the City and the Treaty One Nation shall pursuant to the Consultation and Review Process discuss the concern and if they reach agreement respecting the concern, they may jointly contact the Treaty One Nation assessor to discuss the concern with the Treaty One Nation assessor; and

(b) if the concern is not resolved under paragraph (a), the Parties shall implement the Dispute Resolution Process;

(c) If the concern is not resolved under paragraph (b), the City shall have the right to appeal the assessment in the same manner as an occupant of the Treaty One Land, in accordance with the procedures set out in the Treaty One Nation Property Taxation Laws, and the Treaty One Nation shall take any necessary steps to ensure that the City may exercise these rights in respect of the assessment of the Treaty One Land.

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PART 8

REVIEW, CONSULTATION, AND DISPUTE RESOLUTION

21.0 Establishment and Role of the Joint Committee

21.1 The Parties agree to create a Joint Committee in accordance with this section within thirty (30) days of the Effective Date of this Agreement.

21.2 The membership of the Joint Committee shall be an equally representative ratio (50:50) of representatives from the City and the Treaty One Nation with sufficient authority to fulfill the responsibilities of the Joint Committee in a timely fashion.

21.3 The objective of the Joint Committee is to build a consistent and strong collaborative working relationship between the Parties through addressing interests and issues, responding meaningfully to each other's needs and concerns and minimizing regulatory and procedural barriers and constraints.

21.4 The responsibilities of the Joint Committee are to:

(a) oversee the provision of the Services and the implementation of this Agreement to ensure its effectiveness;

(b) receive copies of all notifications required from either Party under this Agreement;

(c) act as the primary forum for implementation of the Review and Consultation Process as set out in section 23 and the relevant provisions of the Dispute Resolution Process as set out in section 24;

(d) act as the primary forum for implementation of the process for Development and Assessment regarding the Treaty One Land as set out in Parts 6 and 7;

(e) engage in joint planning and discussion to coordinate Development needs and approaches;

(f) prevent and resolve issues and disputes in a timely manner including addressing reductions or interruptions of the provision of Services and matters under subsection 8.4;

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(g) share information and engage in ongoing communication including each creating, keeping updated and providing to the other Party a list of emergency contacts, including at least one contact person for each of the Services;

(h) adhere to timelines and other procedural matters;

(i) consider and address any:

(i) changes required to the Services, including level, delivery and scope of the Services;

(ii) infrastructure requirements or issues;

(iii) impacts on costs relating to the Services;

(iv) estimates of the Services Charge for the upcoming year;

(j) establish terms of reference in accordance with this section that will guide the operation of the committee which will be approved by the Parties;

(k) meet quarterly unless agreed otherwise by the Parties;

(l) conduct an annual review of progress on implementation of this Agreement and report its findings, including any recommendations, to the Oversight Committee;

(m) review and provide recommendation(s) on any matters arising from this Agreement, including recommending to their respective Councils any amendments to this Agreement required or advisable to address changes in circumstances or other issues that arise;

(n) each bring forward issues and concerns as necessary with their respective Councils for input and direction;

(o) establish technical subcommittees to provide recommendations to the Joint Committee regarding the coordination of development and servicing between the Parties;

(p) address any other issues of concern to either Party.

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21.5 The Parties agree to create an Oversight Committee comprised of the Chief Administrative Officer of the City and the Chief Executive Officer of Treaty One Nation for review by their respective Councils as required to review reports on progress of implementation of this Agreement, receive recommendations on any matter related to this Agreement, and resolve matters brought to it under paragraph 23.5.

21.6 Each Party shall assume its own costs in relation to carrying out Joint Committee responsibilities.

22.0 Prior Notification

22.1 Parties shall provide twenty-one (21) days prior notification to the other Party of all matters requiring review or approval by the Joint Committee under this Agreement.

22.2 A Party that has received notification under subsection 22.1 shall inform the other Party within the notice period:

(a) that it has no concerns with the matter, in which case the notifying Party may proceed; or,

(b) that the matter requires discussion, in which case the matter shall be immediately referred to the Joint Committee for discussion pursuant to the Review and Consultation Process.

22.3 If the Party that has received notification under subsection 22.1 does not respond to the other Party within the notice period, the notifying party may proceed as though the other party has no concerns with the matter.

23.0 Consultation and Review Process

23.1 Subject to section 22, the Consultation and Review Process shall be the process by which all matters under this Agreement requiring deliberation or discussion are reviewed by the Parties, and includes:

(a) decisions made under Subsection 8.6;

(b) prior to providing preliminary or final approval to an applicant pursuant to their respective review and approval processes, initiating and undertaking the Consultation and Review Process in respect of Development applications which if approved by the decision-making authority for that Development application is likely to:

(i) impact to the provision of the Services to the Treaty One Land;

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(ii) limit the ability of Treaty One Nation to proceed with Development of Treaty One Land;

(iii) otherwise negatively impact the liveability or habitability of the Treaty One Land or the Area of Interest.

(c) prior to amending or passing By-laws or Treaty One Nation Land Laws which will affect the use, occupancy or development of the Area of Interest or the Treaty One Land, including a change that could:

(i) change Land Use to a use that is not a Planned Land Use;

(ii) increase the intensity of Land Use;

(iii) subdivide land;

the Party shall notify the other Party of its intention and shall submit a copy of the proposed By-law or Land Law to the other Party for comment and consultation in the manner contemplated by this Part.

(d) the Naawi-Oodena Master Plan;

(e) Any other matter of concern under this Agreement brought forward by a Party to this Agreement.

23.2 Where a Party engages the other Party in a Consultation and Review Process in respect of a matter within the Area of Interest or within the Treaty One Land, both Parties shall, within fourteen (14) days, at a minimum;

(a) provide all necessary information to the other Party in its sole discretion determines it may provide to the other Party, including any drawings, maps and plans needed to assess the matter;

(b) provide for the other Party to review and provide or present any concerns, recommendations or other comments on the matter;

(c) Subject to paragraph 23.2(a) respond in a timely manner to any questions and requests for additional information, including technical studies related to servicing, from the other Party;

(d) give full and fair consideration to the concerns, recommendations or other comments provided by the other Party;

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(e) work together towards a negotiated resolution to any areas of concern raised by a Party where possible, to the extent those concerns are within the scope of issues set out under this Agreement and within the Party's ability or control;

(f) make best efforts to address any concerns raised in a timely manner, and implement recommendations made, by the other Party, to the extent those concerns are within the scope of issues set out in this Agreement and within the Party's ability or control;

(g) not proceed with the matter that is subject to that process until the Consultation and Review Process has been concluded.

23.3 Where a Party is engaged by the other Party in a Consultation and Review Process in respect of a matter within the Area of Interest or within the Treaty One Land, the engaged Party shall advise the engaging Party within twenty-one (21) days following the fourteen (14) day review period described in 23.2:

(a) that there are no concerns in respect of the matter or,

(b) of any concerns it may have directly relating to matter and set out how those concerns can be addressed.

23.4 Where the Parties have completed a Consultation and Review Process and a Party is not satisfied with the outcome of that process, either Party may refer the matter to the Oversight Committee for consideration and possible resolution.

23.5 Where the Parties have referred a matter to the Oversight Committee and a Party is not satisfied with the outcome of that process, either Party may invoke the Dispute Resolution Process by giving notice under subsection 24.5.

23.6 Where a Party invokes the Dispute Resolution Process, the Party that initiated the Consultation and Review Process shall not proceed with the matter that is subject to that process until the Dispute Resolution Process has been completed.

24.0 Dispute Resolution Process

24.1 The Parties agree that should a dispute or other disagreement arise under this Agreement, or in the event of a breach or alleged breach by a Party, the Parties will follow the processes set out in this section.

24.2 If there is a dispute or other disagreement between the Parties respecting this Agreement, or in the event of a breach or alleged breach by a Party, which cannot be

resolved through the Consultation and Review Process, a Party may give notice of that Party's intention to refer the matter to the Dispute Resolution Process to the other Party describing the circumstances of the dispute or disagreement, or the nature of the breach or alleged breach, as the case may be.

24.3 Where a notice is given under subsection 24.5, the Parties shall, subject to any provincial or federal processes providing otherwise:

(a) cease any activities giving rise to the dispute, disagreement, breach or alleged breach of this Agreement; and

(b) within fourteen (14) days of the notice, meet and attempt to resolve the matter, acting reasonably and in good faith.

24.4 If the Parties are unable to resolve the matter in a manner outlined under subsection 23.3(b), the Parties may, by agreement, appoint a mutually acceptable person to mediate the matter, and the Parties shall act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within thirty (30) days after the date on which the mediator is appointed or within such other time period as may be agreed to by the Parties. The costs of the mediator and any costs of facilities will be shared equally by the Parties.

24.5 If the Parties are unable to resolve a Dispute under subsection 24.2, or where the Parties do not agree to Mediation, either Party may give the other Party Notice to Arbitrate in which event the following procedures shall govern the arbitration of the Dispute:

(a) the Parties shall, within ten (10) Business Days after issuance of a Notice to Arbitrate, agree upon the appointment of a sole arbitrator who shall determine the dispute having regard to all of the provisions of this Agreement;

(b) each arbitration shall be held within the City of Winnipeg;

(c) if within such ten (10) Business Day period the Parties are unable to agree upon the appointment of a sole arbitrator, either Party shall be entitled to apply to a court of competent jurisdiction pursuant to *The Arbitration Act* for the appointment of an arbitrator. Whether an arbitrator is a person mutually agreed upon, or is appointed by such court, such arbitrator shall be chosen on the basis (among others) of their knowledge of and experience with the matters and issues in dispute. If, for any reason, the arbitrator resigns, is unable or refuses to act or is removed from office, they shall be replaced by another arbitrator appointed by the Parties under

these procedures and any oral hearings previously held shall be rescheduled;

(d) within ten (10) Business Days after the arbitrator is appointed, the arbitrator shall convene a meeting of the Parties to reach a consensus, if possible, and to make orders if necessary in respect of the following:

(i) the procedures to be followed in the arbitration;

(ii) the time periods for taking steps in the proceedings;

(iii) the scheduling of any oral hearings or meetings;

(iv) any preliminary applications or objections a Party may have; and

(v) any other matter which will assist the Arbitrator to proceed in an efficient or expeditious manner;

(e) the Parties shall prepare and send to the arbitrator an agreed upon statement of facts within the time specified by the Arbitrator. A copy of all written communications between the arbitrator and a Party to this Agreement shall be given to the other Party concurrently;

(f) notwithstanding any other provision of this section, where any Party, without sufficient cause, and after five (5) Business Days written notice from the arbitrator, fails to abide by any orders or directions issued by the arbitrator within the required time, the arbitrator may immediately terminate the arbitration proceedings by issuance of a final award against the Party who has failed to abide by such order or direction;

(g) each Party shall allow the other Party the necessary access and a reasonable period of time to inspect and take copies of all documents that the other has submitted to the arbitrator or that the arbitrator has ordered to be produced;

(h) the arbitrator may retain one or more experts to give the arbitrator a written report on specific issues, and for that purpose, require a Party to make available relevant documents, goods, or other property for the inspection of such expert;

(i) all oral hearings and meetings in the arbitration process shall be conducted in private and all written communications and documents in respect of the

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proceedings shall be kept strictly confidential by the arbitrator and the Parties;

(j) the arbitrator shall not be required to apply the legal rules of evidence and shall determine the relevance and materiality of the evidence presented;

(k) the arbitrator shall make the final award not later than thirty (30) days after the final arbitration hearing has been closed, and shall provide a signed copy of the award to each Party;

(l) the decision of the arbitrator is final, binding and conclusive and either Party may apply to a court of competent jurisdiction for an order to confirm or ratify the decision of the arbitrator;

(m) each Party shall be responsible for its own costs related to the arbitration, including its own legal expense, expense to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the arbitrator and the costs associated with any meeting space required;

(n) if the Parties are not able to resolve the matter under this section, and the Parties do not refer the matter to Binding Arbitration, either Party has the right to

(i) pursue any and all other options for dispute resolution or remedies as available at law or in equity; and

(ii) terminate this Agreement by giving at least sixty (60) days' notice to the other Party.

24.6 Notwithstanding the provisions of this Part, no order of an arbitrator shall be binding if such order purports to compel the exercise of legislative powers by either Party.

PART 9

INDEMNITIES AND INSURANCE

25.0 Indemnities

25.1 The indemnities in this section shall survive any termination of this Agreement.

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25.2 The City shall indemnify and save harmless the Treaty One Nation from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings (in this Part, collectively the "Claims") by whoever made, brought or prosecuted, that is in any manner based on, arising out of, related to, occasioned by, or attributable to the provision of the Services to the Treaty One Land and its occupants by the City, or to any breach of this Agreement by the City, its officials, servants, employees, agents and contractors for which the City would otherwise be liable pursuant to the Charter, unless such claim is caused by or attributable to the negligence, willful misconduct or breach of this Agreement by the Treaty One Nation, or its officials, servants, employees, agents or contractors, or by any occupant of the Treaty One Land.

25.3 The Treaty One Nation shall indemnify and hold harmless the City from and against any and all Claims by whoever made, brought or prosecuted, that is in any manner arising out of occasioned by, or attributable to any breach of this Agreement by the Treaty One Nation or its officials, servants, employees, agents or contractors, unless such claim is caused by or attributable to the negligence or willful misconduct of the City, its officials, servants, employees, agents and contractors.

25.4 Despite anything else in this section but subject to section 8.4, neither Party shall be liable for its failure to perform any of its obligations under this Agreement due to a matter under Section 8.6 or a cause beyond its reasonable control, including forces of nature, fire, flood, explosions, labour disputes or other industrial disturbances, or any laws, rules, regulations or orders of any government having jurisdiction.

26.0 Insurance

26.1 Each Party shall take out and keep in force during the Term, commercial general liability (including bodily injury, death, property damage, and damage or loss) insurance on an occurrence basis with respect to its Services, infrastructure and its performance or non-performance under this Agreement of not less than $5,000,000.00 per occurrence or such greater reasonable amount as the Parties may agree to from time to time, which insurance shall include the other Party as an additional insured and include a cross liability clause to protect the other Party in respect of claims as if that Party were separately insured.

26.2 The insurance required to be maintained by each Party shall be on terms and with insurers to which the other Party has no reasonable objection and shall require the insurer to provide to the other Party thirty (30) days' prior written notice of cancellation or material alteration of its terms.

26.3 At the time of execution of this Agreement and at other reasonable times requested by a Party, the other Party shall furnish evidence of insurance to the requesting Party, by means of a certificate from that Party's insurer or insurance broker which, in the case of

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commercial general liability insurance, shall provide such information as the other Party reasonably requires.

PART 10

COORDINATION OF LAWS AND ENFORCEMENT

27.0 Coordination of Laws

27.1 The Parties acknowledge that City By-laws do not apply to the Treaty One Land as the Treaty One Land, once set apart as Reserve land for the use and benefit of the Treaty One Nation, will not be within the jurisdictional boundaries of the City.

27.2 The Parties agree to cooperate and work together to identify those areas where Treaty One Nation By-laws or laws are required in order to ensure that all necessary regulations related to the provision of the Services will apply to the Treaty One Land and its occupants, and that such regulations are enforceable.

27.3 The Parties agree to work towards aligning their relevant regulatory laws and By-laws to be compatible in areas that support the provision of the Services.

27.4 The Parties agree to ensure that all occupants within its own geographical jurisdiction comply with relevant Treaty One Nation laws and City By-laws as the case may be.

27.5 Subject to subsection 17.2, each Party agrees that it will undertake the Consultation and Review process prior to enacting a new By-law, or a substantive amendment to an existing By-law, that:

(a) relates directly to the provision of the Services to the Treaty One Land;

(b) is likely to limit the ability of Treaty One Nation to proceed with Development of Treaty One Land;

(c) is likely to otherwise negatively impact the liveability or habitability of the Treaty One Land or the Area of Interest.

27.6 The Parties agree that nothing in section 27.5 fetters the legislative or law-making discretion of a Party.

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27.7 The Parties agree to provide each other with a copy of any new law or By-law or amendment to an existing law or by-law referred to in section 26.5 enacted by either Party as soon as possible following the date on which the said law, By-law or amendment, is enacted.

28.0 Enforcement

28.1 The City may upon mutual agreement undertake, as agent of the Treaty One Nation, the enforcement of Treaty One Nation laws and By-laws, and the Treaty One Nation will take such further action as necessary to provide the City with the necessary information and authority to undertake such enforcement.

PART 11

MISCELLANEOUS PROVISIONS

29.0 Agreement for Services

29.1 This Agreement is an agreement for the provision of Services and, except as set out in subsection 27.1, nothing in this Agreement is intended to be or shall be interpreted as creating a legal partnership, agency or joint venture relationship of any kind between the Parties, or as imposing on either Party a legal partnership duty, liability or obligation of any kind in relation to other Party.

30.0 Notice

30.1 Any notice or other communication (each, a “notice") required or permitted under this Agreement shall be in writing and delivered in person or by courier, or sent by fax or email, as follows:

(a) to the Treaty One Nation at:

Attention: Director of Governance

Treaty One Government Sub-Office
103 -1075 Portage Avenue
Winnipeg, Manitoba, R3G 0R8

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(b) to the City at:

Attention: Chief Administrative Officer

Office of the Chief Administrative Officer
510 Main Street, Susan A. Thompson Building – 2nd Floor
Winnipeg, Manitoba R3B 1B9
Fax: 204.949.1174

with copy to:

Attention: City Solicitor

The City of Winnipeg
Legal Services Department 3rd Floor
185 King Street, Legal Services Department 3rd Floor
Winnipeg, Manitoba R3B 1J1
Fax: 204.947.9155,

And copy to:

Attention: Co-chair of Joint Committee

[address]

or to such other address, fax number or email address that is delivered by a Party to the other Party in accordance with this section.

30.2 A notice given by personal delivery or by courier is deemed to be received on the next Business Day after delivery. A notice given by fax or email is deemed to be received on the next Business Day after the date it is sent.

31.0 Governing Law

31.1 The interpretation of this Agreement is governed by, and to be interpreted according to the laws of Canada, the laws of the Province, and the laws of the Treaty One Nation, and the Parties agree that they can submit any proceeding concerning this Agreement and attorn to the jurisdiction of such courts or other mechanisms engaged pursuant to those governing laws.

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32.0 Entire Agreement

32.1 This Agreement is the entire agreement between the Parties respecting its subject matter and there are no undertakings, representations or promises, express or implied, other than those expressly set out in this Agreement.

32.2 This Agreement terminates and supersedes all previous communications, representations, understandings, warranties, covenants and agreements, whether verbal or written, between the Parties respecting the subject matter of this Agreement whether made during the course of negotiations or otherwise.

33.0 Time of Essence

33.1 Time is of the essence of this Agreement, except as otherwise explicitly provided.

34.0 Severance

34.1 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion shall be severed and the Agreement read without reference to that provision.

34.2 Where a provision of this Agreement is severed in accordance with subsection 33.1 and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve the issue in accordance with Part 8, and to amend this Agreement accordingly.

35.0 Waiver

35.1 Waiver of any default of this Agreement by either Party shall not be effective unless it is in writing and duly signed by that Party, and is only effective to the extent of that express waiver and does not operate as a waiver of any other default.

35.2 The failure of either Party to require performance by the other Party at any time of any obligation under this Agreement does not affect that Party's right to subsequently enforce that obligation.

36.0 Assignment

36.1 The rights, benefits and obligations of the Parties may not be assigned or subcontracted, in whole or in part, by either Party without the express, prior written consent of the other Party.

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37.0 Amendment

37.1 This Agreement shall not be amended except by the written agreement of Parties, duly approved and executed by each of the Parties.

38.0 Counterparts

38.1 This Agreement may be executed and delivered by the Parties in any number of counterparts, each of which, when so executed and delivered will be an original and all such counterparts will together constitute one and the same instrument.

[Execution page follows]

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As evidence of their agreement to be bound by the above terms and conditions, the Parties have duly executed this Agreement below.

SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

Approved as to content:	)	THE CITY OF WINNIPEG
_____	)	
Chief Administrative Officer	)	
	)	_____
	)	Mayor
Legally reviewed and certified as to form:	)	
_____	)	_____
City Solicitor	)	City Clerk

SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

BROKENHEAD OJIBWAY NATION:	)	
	)	_____
	)	Chief
	)	_____
	)	Councillor
	)	_____
	)	Councillor
	)	_____
	)	Councillor
	)	_____
	)	Councillor

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SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

LONG PLAIN FIRST NATION:

_____
Chief

_____
Councillor

_____
Councillor

_____
Councillor

_____
Councillor

SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

PEGUIS FIRST NATION:

_____
Chief

_____
Councillor

_____
Councillor

_____
Councillor

_____
Councillor

_____
Councillor

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SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

ROSEAU RIVER ANISHINABE FIRST NATION:

_____
Chief

_____
Councillor

_____
Councillor

_____
Councillor

_____
Councillor

SIGNED AND DATED at Winnipeg, Manitoba this ___ day of _____, 2022,

SAGKEENG FIRST NATION:

_____
Chief

_____
Councillor

_____
Councillor

_____
Councillor

_____
Councillor

SIGNED AND DATED at Winnipeg, Manitoba this ___ day of November, 2022,

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SANDY BAY OJIBWAY FIRST NATION:)
)
)
) _____
) Chief
)
) _____
) Councillor
)
) _____
) Councillor
)
) _____
) Councillor
)
) _____
) Councillor
)

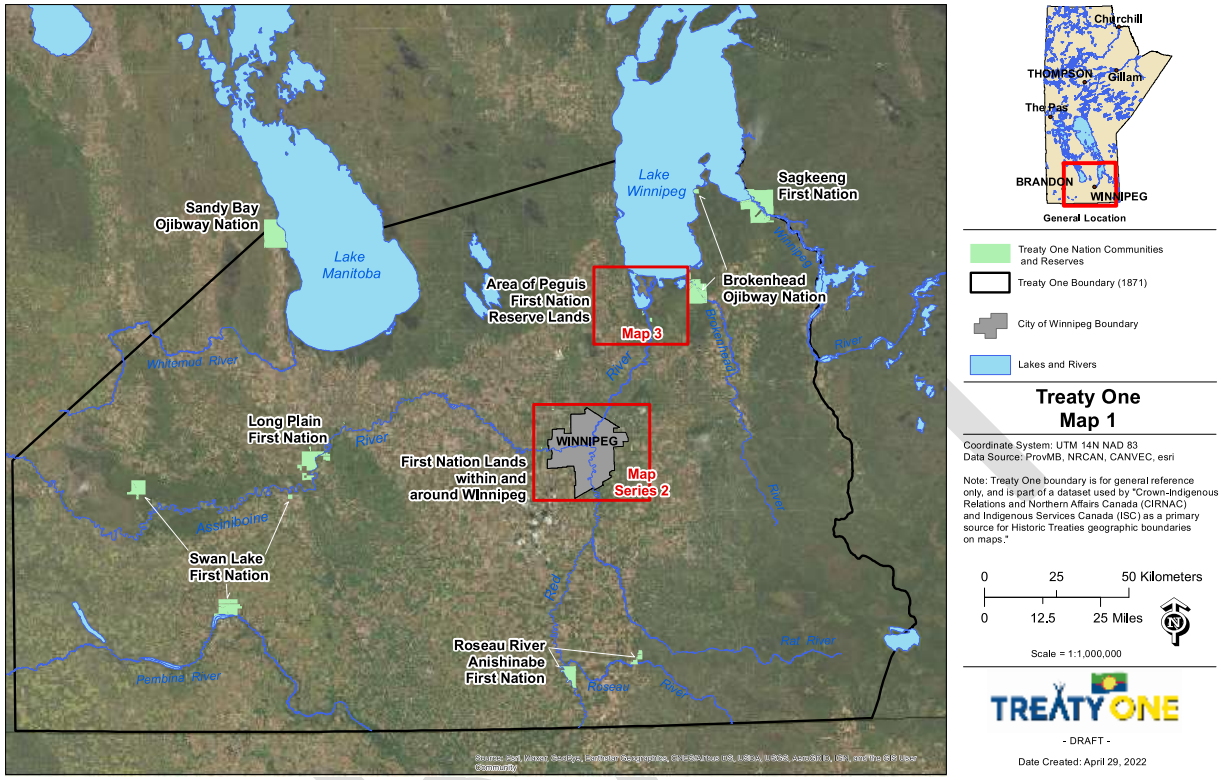
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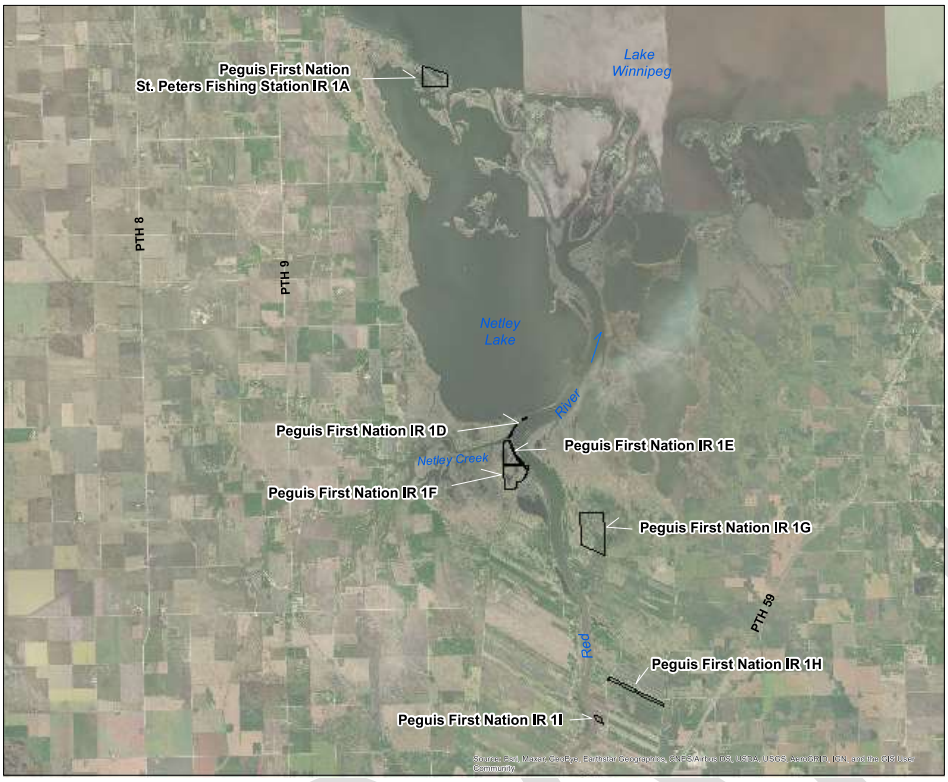
SWAN LAKE FIRST NATION:)
)
) _____
) Chief
)
) _____
) Councillor
)
) _____
) Councillor
)
) _____
) Councillor
)
) _____
) Councillor
)

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SCHEDULE “A”

TREATY ONE TERRITORIES







First Nation Lands

Treaty One
First Nation Lands
Map 3

Coordinate System: UTM 14N NAD 83
Data Source: ProvMB, NRCAN, CANVEC, CANADA, esri

Note: Treaty One boundary is for general reference only, and is part of a dataset used by "Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) as a primary source for Historic Treaties geographic boundaries on maps."

0 2.5 5 Kilometers
0 1 2 Miles

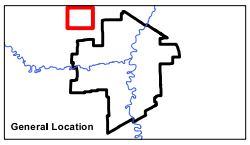
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TREATY ONE

- DRAFT -

Date Created: April 29, 2022





First Nation Lands

Treaty One
First Nation Lands
within and around
The City of Winnipeg
Map 2C

Coordinate System: UTM 14N NAD 83
Data Source: ProvMB, NRCAN, CANVEC, CANADA, esri

Note: Treaty One boundary is for general reference only, and is part of a dataset used by "Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) as a primary source for Historic Treaties geographic boundaries on maps."

0 0.5 1 Kilometers
0 0.25 0.5 Miles

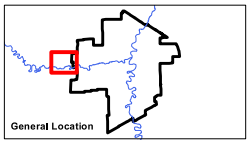
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TREATY ONE

- DRAFT -

Date Created: April 29, 2022





First Nation Lands

City of Winnipeg Boundary

Treaty One
First Nation Lands
within and around
The City of Winnipeg
Map 2D

Coordinate System: UTM 14N NAD 83
Data Source: ProvMB, NRCAN, CANVEC, CANADA, esri

Note: Treaty One boundary is for general reference only, and is part of a dataset used by "Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) as a primary source for Historic Treaties geographic boundaries on maps."

0 0.5 1 Kilometers
0 0.25 0.5 Miles

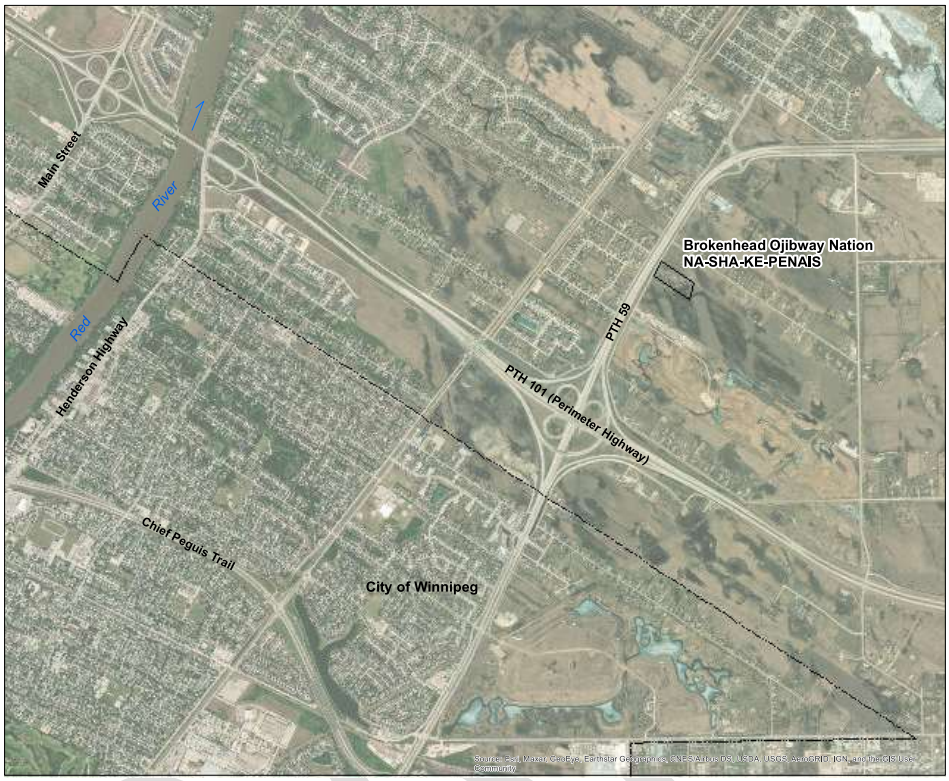
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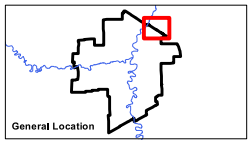
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Date Created: April 29, 2022

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First Nation Lands

City of Winnipeg Boundary

Treaty One First Nation Lands within and around The City of Winnipeg Map 2B

Coordinate System: UTM 14N NAD 83
Data Source: ProvMB, NRCAN, CANVEC, CANADA, esri

Note: Treaty One boundary is for general reference only, and is part of a dataset used by "Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) as a primary source for Historic Treaties geographic boundaries on maps."

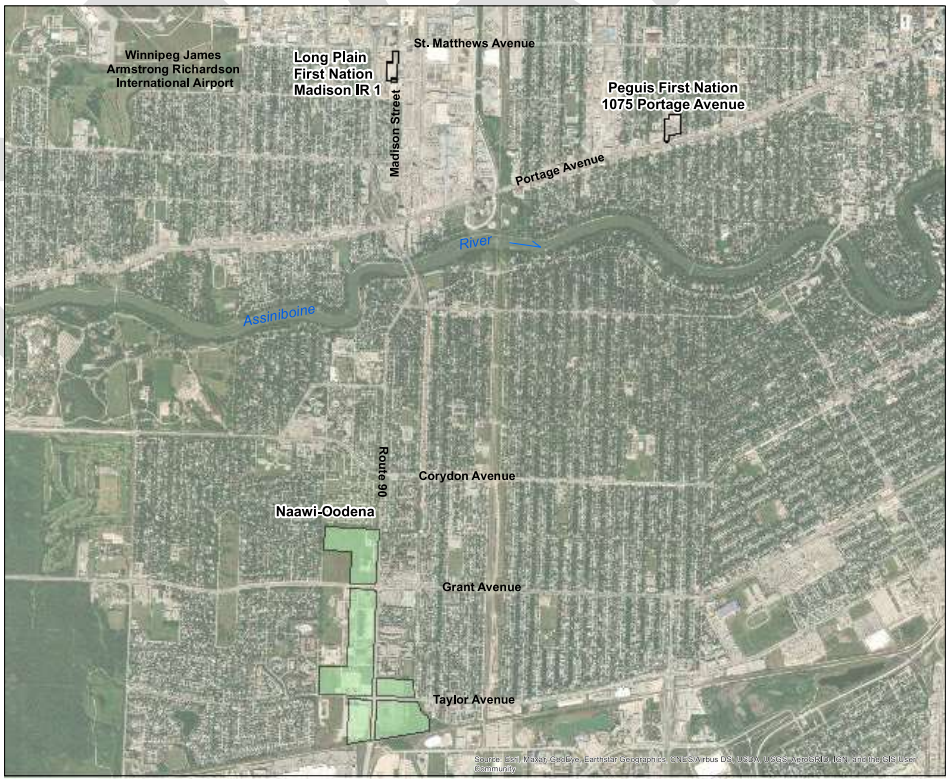
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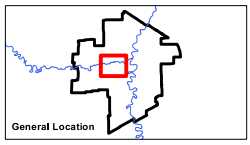
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TREATY ONE

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Date Created: April 29, 2022





Naawi-Oodena (Treaty One Nation)

First Nation Lands

Treaty One First Nation Lands within and around The City of Winnipeg Map 2A

Coordinate System: UTM 14N NAD 83
Data Source: ProvMB, NRCAN, CANVEC, CANADA, esri

Note: Treaty One boundary is for general reference only, and is part of a dataset used by "Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) as a primary source for Historic Treaties geographic boundaries on maps."

0 0.5 1 Kilometers
0 0.25 0.5 Miles

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TREATY ONE

- DRAFT -

Date Created: April 29, 2022

SCHEDULE “B”

TREATY ONE NATION & CITY AUTHORIZATIONS

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SCHEDULE “C”

MAP OF TREATY ONE LAND

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SCHEDULE “D”

MAP OF AREA OF INTEREST



SCHEDULE “E”

CALCULATION OF SERVICES CHARGES

1. In this Schedule,

(a) "Fees and Charges By-law" means the City of Winnipeg’s Fees and Charges Bylaw No. 196/2008;

(b) “Leaseholder” refers to leaseholders (including sub-leaseholders) on the Treaty One Land;

(c) “Municipal Taxes” means property tax for the given area of land;

(d) “Solid Waste By-law” means the City’s Solid Waste By-law No. 110/2012;

(e) “Water By-law" means the City’s Water By-law No. 107/2015;

(f) ”Sewer By-law” means the City’s Sewer By-law No. 106/2018.

2. The Services Charge payable for the Services in each year shall be the sum of the amounts set out in sections 3 and 4 herein.

3. The Treaty One Nation shall pay to the City, in each year of the Term, a Services Charge, calculated as the sum of 65% percent of the Municipal Taxes which would have been payable to the City in respect of the Treaty One Land if the Treaty One Land was not set apart as Reserve land and the Treaty One Land, its occupants and the owners of businesses conducted on the Treaty One Land were taxable by the City, subject to sections 7 and 8 of this Schedule “E”.

4. In addition to the Services Charge calculated under section 3, the Treaty One Nation shall pay to the City:

(a) a Water Service Charge at the rates established for water consumption under Treaty One Nation laws which shall be compatible with the Fees and Charges Bylaw. The applicable rates will be determined in the same manner as if the water were being supplied to a resident of the City, based on the amount of water supplied to the Treaty One Land as measured in

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accordance with Treaty One Nation laws which shall be compatible with the Water By-law;

(b) a Sewer Service Charge at the rates established for sewer services under Treaty One Nation laws which shall be s compatible with the Fees and Charges By-law. The applicable rates will be determined in the same manner as if the Services were being provided to a resident of the City. For the purposes of calculating the Sewer Service Charge, the amount of sewer waste discharged from the Treaty One Land will be deemed to be equivalent to the quantity of water supplied by the City to the Treaty One Land, as measured in accordance with Treaty One Nation laws which shall be compatible with the Water By-law; and

(c) where the Treaty One Land qualifies for solid waste collection under the Solid Waste By-law, a Solid Waste Collection Service Charge at the rates established for waste collection under Treaty One Nation laws which shall be compatible with the Fees and Charges By-law. The applicable rates will be determined under Treaty One Nation laws which shall be compatible with the manner in which the rate is determined when the service is provided to a resident of the City.

5. In addition to the amounts payable under Sections 3 and 4, the Treaty One Nation or the Leaseholder, as applicable, will pay for additional services requested or required in relation to the Service by applying the same percentage of fees and charges as set out in Sections 3 and 4.

6. For the purposes of this Agreement, the rates applicable under the Fees and Charges By-law in each year shall be the rates applicable as of the date on which an invoice is provided to the Treaty One Nation by the City pursuant to subsection 12.2 of this Agreement in that year.

7. The Parties agree that:

(a) until any Development has been completed on the Treaty One Land, and once occupancy has been achieved, the assessed value of the Treaty One Land shall be set at zero;

(b) upon completion of any Development, the assessed value of the Treaty One Land shall be determined in the same way that the Treaty One Land and buildings located on the Treaty One Land would have been assessed if the Treaty One Land was not set apart as Reserve and the Treaty One Land was taxable, in accordance with Section 3 herein;

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(c) the assessed value of the Treaty One Land shall include all improvements made to the Treaty One Land and buildings located on the Treaty One Land from time to time; and

(d) assessments of the Treaty One Land shall be conducted at least as often as would have occurred if the Treaty One Land was not set apart as Reserve.

8. The Parties agree that, for the purposes of determining the tax equivalency under Section 3 above, the assessment of the Treaty One Land shall be determined as follows:

(a) if the Treaty One Nation have enacted assessment and taxation laws, then the Treaty One Nation shall assess the Treaty One Land and business activities on the Treaty One Land in accordance with those laws and:

(i) the Treaty One Nation shall provide the City with a copy of the assessment upon receipt of same by the Treaty One Nation;

(ii) within thirty (30) days following the date the City receives a copy of the assessment in accordance with subclause (i), the City shall advise the Treaty One Nation whether it has any concerns with the assessment or whether the assessment is acceptable;

(iii) if the City has any concerns with the assessment then it shall undertake the Consultation and Review Process; and

(iv) if the City finds the assessment to be acceptable then the assessment shall be used for the calculation of that year's Service Charge in accordance with Section 3 herein; and

(b) if the Treaty One Nation have not enacted assessment and taxation laws, then the Treaty One Land shall be assessed as follows;

(i) the City and the Treaty One Nation shall discuss the matter at the Joint Committee in an effort to reach agreement on the assessment;

(ii) if no agreement can be reached, the City and the Treaty One Nation shall jointly engage a qualified independent appraiser to carry out the assessment;

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(iii) if the City and the Treaty One Nation cannot agree on a qualified appraiser, the matter shall be referred to the Dispute Resolution Process to have an appraiser appointed;

(iv) the City and the Treaty One Nation shall equally share the costs associated with the appraiser;

(v) the appraiser shall provide a draft report to the City and the Treaty One Nation on the amount of the assessment;

(vi) the City and the Treaty One Nation shall provide any comments they may have in respect of the draft report to the appraiser within thirty (30) days following the date they receive or are deemed to have received the draft report;

(vii) the appraiser shall consider any comments received from the Parties and shall provide a final report to the City and the Treaty One Nation on the amount of the assessment; and

(viii) the assessment set out in the appraiser's final report shall be used for the calculation for that year's Service Charge in accordance with Section 3 herein.

9. The Service Charge calculated in accordance with this Schedule is payable to the City despite any disagreement between the Parties under Section 8 herein.

10. For clarity, any provisions in City By-laws for the payment of interest and penalties on unpaid taxes or other amounts shall not apply to any non-payment of the Service Charge. Non-payment shall be dealt with in accordance with Part 4 of this Agreement.

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SCHEDULE “F”

NAAWI-OODENA MASTER PLAN

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