

THIS GAAWIJJIGEMANGIT 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 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;
- (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, 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:

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.
- (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;
- (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 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.

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

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 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, 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;
- (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 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 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".

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.

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.

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.

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
 - (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.

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;
- (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
- (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.

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;
- (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.

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;
 - (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;
- (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 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.

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 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.

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

(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.

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.

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]

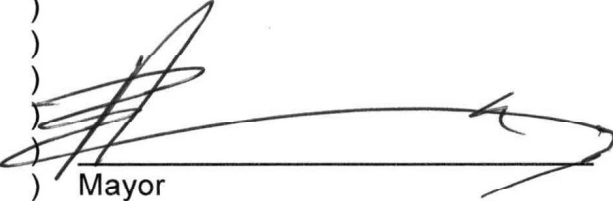
As evidence of their agreement to be bound by the above terms and conditions, the Parties have duly executed this Agreement below.

SIGNED AND DATED at Winnipeg, Manitoba this 19th day of July, 2022,

Approved as to content:



Chief Administrative Officer


) THE CITY OF WINNIPEG
)
)
)
)
) 

Mayor

Legally reviewed and certified as to form:




City Solicitor

)
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) 

City Clerk

SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,


BROKENHEAD OJIBWAY NATION:

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)
) 

Chief
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Councillor
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Councillor
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Councillor
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Councillor


SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

LONG PLAIN FIRST NATION:

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) Chief
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) Councillor
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) Councillor


SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

PEGUIS FIRST NATION:

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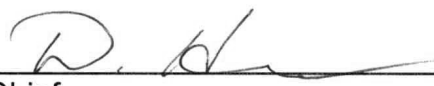
SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

ROSEAU RIVER ANISHINABE FIRST NATION:

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) Chief
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SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

SAGKEENG FIRST NATION:

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) Chief
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) Councillor
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) Councillor
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) Councillor

SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

SANDY BAY OJIBWAY FIRST)
NATION:)

) 

) Chief

) _____
) Councillor

) _____
) Councillor

) _____
) Councillor

) _____
) Councillor

SIGNED AND DATED at Winnipeg, Manitoba this 20th day of July, 2022,

SWAN LAKE FIRST NATION:)

) 

) Chief

) _____
) Councillor

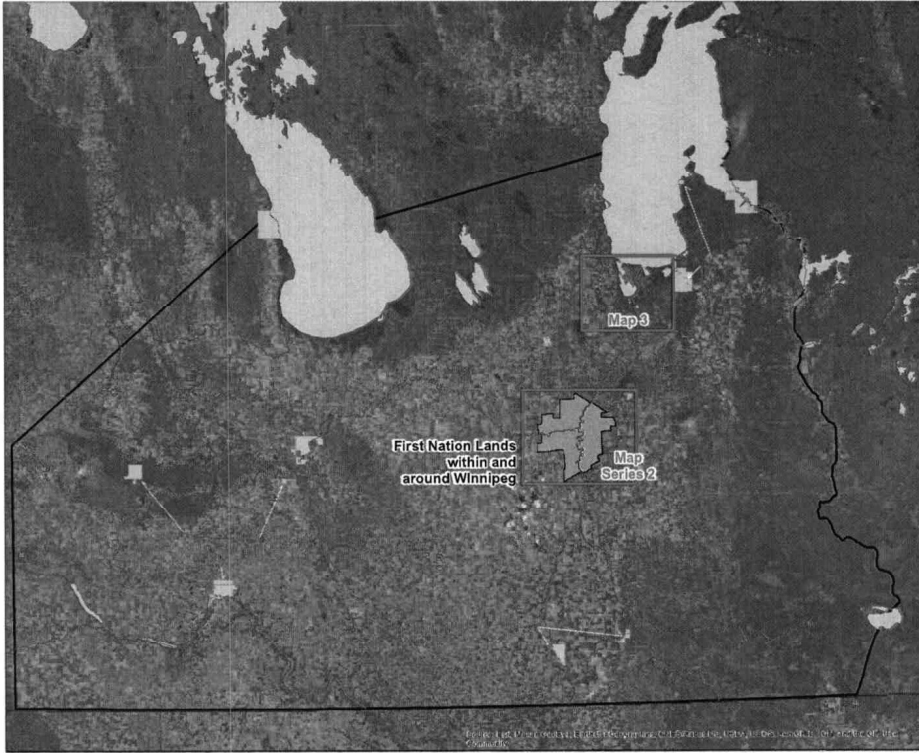
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) Councillor

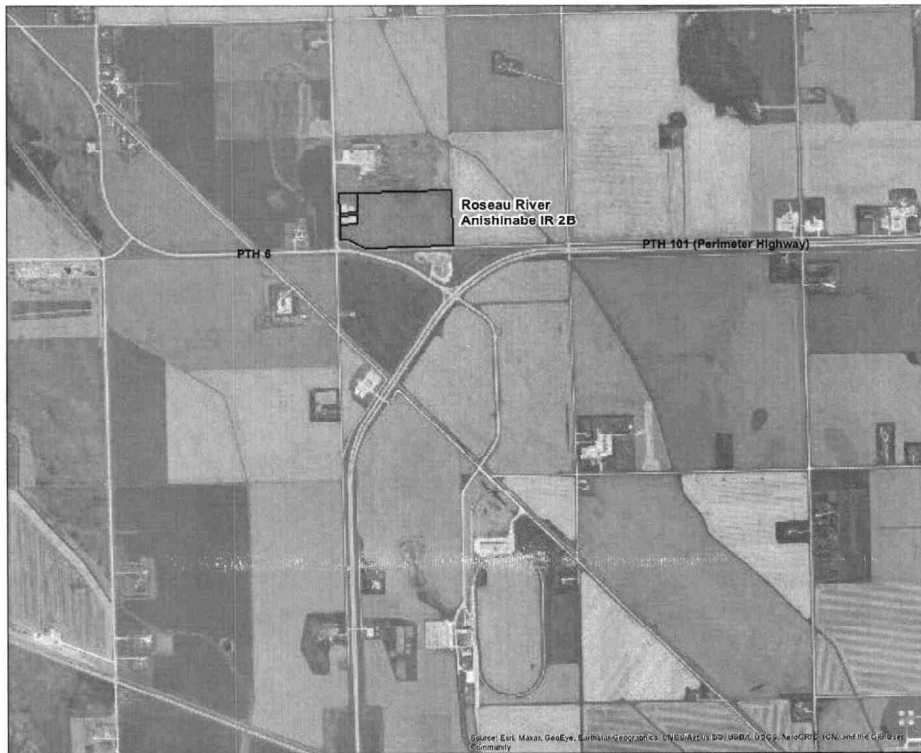
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) Councillor

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) Councillor

SCHEDULE "A"

TREATY ONE TERRITORIES






General Location

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



-  First Nation Lands
-  City of Winnipeg Boundary

ound
The City of Winnipeg
Map 2D

© 2011 Google Earth. Earth data provided by GeoEye, Earthstar, GeoWorld, CNES, Airphoto, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**SCHEDULE “B”
TREATY ONE NATION & CITY
AUTHORIZATIONS**

Council Minutes – June 23, 2022

Minute No. 538

Report – Executive Policy Committee – June 15, 2022

Item No. 1 Gaawijjigemangit Agreement – Municipal Development and Services Agreement for Naawi-Oodena

COUNCIL DECISION:

Council concurred in the recommendation of the Executive Policy Committee and adopted the following:

1. That the Gaawijjigemangit Agreement (“the Agreement”), attached hereto as Schedule A, relating to the provision of municipal services to, and the development of, a proposed urban reserve at Naawi-Oodena, be approved.
2. That the City enter into, execute and deliver the Agreement, and such other agreements as determined necessary by the Director of Legal Services and City Solicitor to implement the intent of the foregoing and/or such other agreements relating to matters mentioned herein (the “Ancillary Agreements”).
3. That authority be delegated to the Chief Administrative Officer to negotiate and approve any changes to the Agreement and the Ancillary Agreements, in accordance with this report and such other changes deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.
4. That authority be delegated to the Chief Administrative Officer to negotiate and approve any changes of all future amendments of the Agreement, in accordance with this report and such other terms and conditions deemed necessary by the Director of Legal Services and City Solicitor to protect the interests of the City.
5. That the Winnipeg Public Service be directed to report back 2 years after the date the “First Nation Land” is set apart as reserve, on the status of the Municipal Development and Services Agreement.
6. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Council Minutes – June 23, 2022

Report – Executive Policy Committee – June 15, 2022

DECISION MAKING HISTORY:

Moved by His Worship Mayor Bowman,

That the recommendation of the Executive Policy Committee be adopted
by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 15, 2022, the Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and submitted the matter to Council.

ADMINISTRATIVE REPORT

Title: Gaawijjigemangit Agreement – Municipal Development & Services Agreement for Naawi-Oodena

Critical Path: Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
M. Jack	M. Jack	C. Kloepfer	M. Jack

EXECUTIVE SUMMARY

The Public Service is seeking Council approval to enter into the Gaawijjigemangit Agreement: a Municipal Development & Services Agreement (“MDSA”) between The City of Winnipeg and 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 (collectively referred to as the “Treaty One Nation”) for the City to provide municipal services for a proposed urban reserve at the Naawi-Oodena site (formerly referred to as the Kapyong Barracks). The parties have participated in a lengthy collaboration spanning several years, and the proposed MDSA is the result of a great deal of discussion, review and analysis of common and best practices across Canada, but more importantly, through the lens of reconciliation.

While two other urban reserves currently exist within the City of Winnipeg, Naawi-Oodena is relatively novel in terms of size, magnitude of potential development, and scope of activities to be considered. For these reasons, the collaborative approach to the creation of the Gaawijjigemangit Agreement (“the Agreement”) has also been unlike any previous experience, beginning with the clear, collaborative understanding that the parties were building an entire community where nothing has actively existed for decades.

The Agreement has been negotiated to reflect a government-to-government relationship, predicated on the parties’ mutual respect for the exclusive legislative jurisdiction of the other.

The parties have agreed that there are many specific and important details remaining and therefore have committed to the creation of a Joint Committee. The Joint Committee will have a crucial role in the implementation and ongoing administration of the Agreement.

Council Minutes – June 23, 2022

RECOMMENDATIONS

1. That Council approve the Gaawijjigemangit Agreement (“the Agreement”), attached hereto as Schedule A, relating to the provision of municipal services to, and the development of, a proposed urban reserve at Naawi-Oodena.
2. That the City enter into, execute and deliver the Agreement, and such other agreements as determined necessary by the City Solicitor / Director of Legal Services to implement the intent of the foregoing and/or such other agreements relating to matters mentioned herein (the “Ancillary Agreements”).
3. That authority be delegated to the Chief Administrative Officer to negotiate and approve any changes to the Agreement and the Ancillary Agreements, in accordance with this report and such other changes deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.
4. That authority be delegated to the Chief Administrative Officer to negotiate and approve any changes of all future amendments of the Agreement, in accordance with this report and such other terms and conditions deemed necessary by the City Solicitor / Director of Legal Services to protect the interests of the City.
5. That the Winnipeg Public Service be directed to report back 2 years after the date the “First Nation Land” is set apart as reserve, on the status of the Municipal Development and Services Agreement.
6. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REASON FOR THE REPORT

Council approval is required to enter into the Agreement.

IMPLICATIONS OF THE RECOMMENDATIONS

Before the federal government is prepared to set aside lands as urban reserve, it typically requires the First Nation in question to enter into an MDSA with the municipality in which it is to be located. Therefore, formally approving the Agreement will permit the lands within Naawi-Oodena to be set aside as urban reserve. This will then enable the Treaty One Nation to proceed to develop these otherwise vacant lands over the decades to come. There are numerous tangible and intangible positive implications to this continued journey of reconciliation.

As a fundamental part of the Agreement, the City will receive payments for services from Treaty One Nation as lands are developed. Once developed, Treaty One Nation intends to utilize its taxing authority to create a property and business tax regime that mirrors that existing beyond the boundaries of Naawi-Oodena, to present a seamless transition. Once collected, Treaty One

Council Minutes – June 23, 2022

Nation will forward 65% of those taxes collected to the City as payment for services rendered under the Agreement.

In its response to the Calls to Action of the Truth and Reconciliation Commission, the City has committed to supporting the United Nations Declaration on the Rights of Indigenous Peoples (“UNDRIP”). Collaborating and cooperating with Treaty One Nation in the process required for the creation of this urban reserve supports and promotes the following UNDRIP Articles:

- Article 3 - Indigenous peoples have the right to self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development.
- Article 5 - Indigenous peoples have the right to maintain and strengthen their distinct political, legal, economic, social and cultural institutions, while retaining their right to participate fully, if they so choose, in the political, economic, social and cultural life of the State.
- Article 20(1) - Indigenous peoples have the right to maintain and develop their political, economic and social systems or institutions, to be secure in the enjoyment of their own means of subsistence and development, and to engage freely in all their traditional and other economic activities.
- Article 21(2) - States shall take effective measures and, where appropriate, special measures to ensure continuing improvement of their economic and social conditions. Particular attention shall be paid to the rights and special needs of indigenous elders, women, youth, children and persons with disabilities.

HISTORY/DISCUSSION

First Nations who did not receive all the land they were entitled to under treaties signed by the Crown and First Nations can file a Treaty Land Entitlement (“TLE”) claim with the Government of Canada. TLE settlement agreements are negotiated between First Nations and the Government of Canada, typically with the participation of provincial/territorial governments. The federal government must adhere to treaty obligations to provide the promised amount of reserve land to treaty First Nations.

Generally, a TLE settlement agreement specifies an amount of land that a First Nation may either purchase on a willing buyer-willing seller basis, or select from unoccupied Crown land, or both in some cases, within an agreed to acquisition or selection area.

Once purchased or selected, the First Nation may submit a proposal to the Government of Canada for the land to be added to the First Nation's reserve under the Additions to Reserve process.

One key feature of this process is that the First Nation is directed and encouraged to enter into an MDSA with the municipality within which the reserve is to be located. Discussions commenced in 2021 with representatives of Treaty One Nation and the City's Public Service concerning the process to be followed toward negotiation of a mutually acceptable MDSA.

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It has been agreed that Treaty One Nation will develop the overall site in parallel and in conjunction with the Canada Lands Corporation (“CLC”); Treaty One Nation will develop 68% of the lands, with CLC developing the remaining 32%.

Treaty One Nation and CLC jointly developed a Master Plan for the entire property, which is attached as Schedule C.

From the Master Plan - Executive Summary:

“Treaty One Development Corporation in partnership with Canada Lands Company CLC Limited have developed this Master Plan for the former Kapyong Barracks. This Master Plan establishes a comprehensive planning and land use framework for the transformation of the 160-acre site into a diverse and vibrant mixed-use community that emphasizes Indigenous design excellence and connectivity with surrounding established neighbourhoods.

This Master Plan is based on seven overarching aspirations, that underscore not only the significant development potential of the site, but also the significant opportunities that exist to bring communities together: 1) generating prosperity and cultivating partnerships; 2) building a welcoming and inclusive community; 3) celebrating First Nations identity and culture; 4) promoting sustainable urban development; 5) advancing new expressions in Indigenous design; 6) sharing knowledge and cultural teachings; and 7) showcasing innovation in design and urban development.

The land use framework is organized around seven land use designations that work together to create a complete community, with a diverse mix of housing, businesses, cultural institutions, community amenities, and attractions.”

It should be noted that the Agreement only includes the Treaty One Nation and the City as parties; CLC will develop its portion of the lands subject to all existing laws and processes of the City of Winnipeg, similar to any other developer.

The following are the most salient features of the Agreement:

Provision of Services

The City has agreed to provide services in and on Naawi-Oodena land in a scope and manner consistent with the balance of the City. As Treaty One Nation develops further and builds certain capacities, it may choose to provide various services in and on the Naawi-Oodena land, but until that time, the City will continue to provide its full schedule of services.

Infrastructure

In most respects, Treaty One Nation will be solely responsible for developing all infrastructure within Naawi-Oodena.

Council Minutes – June 23, 2022

Service Charges

The City will receive payments for services from Treaty One Nation as lands are developed. Once developed, Treaty One Nation intends to utilize its taxing authority to create a property and business tax regime that mirrors that existing beyond the boundaries of Naawi-Oodena, to present a seamless transition, but most importantly, to avoid any disparities in tax treatment between property owners and/or businesses choosing to locate within Naawi-Oodena and those located outside its boundary. Once collected, Treaty One Nation will forward 65% of those taxes collected to the City as payment for services rendered under the Agreement. It is acknowledged that 35% of those taxes collected will remain with Treaty One Nation, for the transformative and reconciliatory purposes of:

- Enabling Treaty One Nation to build its own servicing capacity within Naawi-Oodena;
- Resourcing the governance mechanisms to operate as a distinct level of government within these boundaries; and
- For any other purposes directed to supporting members of the seven First Nations comprising the Treaty One Nation.

Land Use and Development

Being a contractual relationship between two governments, it is acknowledged that each government has exclusive jurisdiction over how development occurs within its respective boundaries. Nonetheless, the parties have acknowledged that all parties will be best served with processes that incorporate collaboration, routine and frequent communication, and a mutual desire to have overall development proceed in a manner that provides mutual benefit.

The parties continue to have discussion and will require ancillary agreements regarding matters detailed and/or contemplated in the Agreement including but not limited to service, access to certain portions of the development and the Kenaston widening.

The parties have also committed to a detailed process that will ensure timely sharing of information and plans with sufficient mutual opportunities for review, comment and engagement.

Joint Committee

While the Agreement is intended to serve as the bedrock document that provides the fundamental framework for all future collaboration and engagement, the parties acknowledged that development on this scale involves far too many specific and important details to be able to settle and include in the current Agreement.

Accordingly, the parties have committed to the creation of a Joint Committee. The Joint Committee will have a crucial role in the implementation and ongoing administration of the Agreement.

Economic Impact

The potential benefits from the development of these lands by Treaty One Nation are immense, for the Treaty One Nation and for the City at large.

Council Minutes – June 23, 2022

The City Economist has summarized these potential benefits and impacts in Schedule B.

Conclusion

On Friday, May 27, 2022, the Governing Council of the Treaty One Nation formally approved the Agreement. Therefore, the only remaining approval is that of the City, through a decision of Council.

Once formally approved, it is expected that the lands will be added to reserve soon thereafter, with the Treaty One Nation hoping to move forward imminently with development plans.

FINANCIAL IMPACT

Financial Impact Statement

Date:

June 1, 2022

Project Name:

**Gaawijigemangit Agreement– Municipal Development & Services
Agreement for Naawi-Oodena**

COMMENTS:

Financial implications associated with this agreement for services to be provided by the City are not known at this time.

The City has agreed to provide services in and on Naawi-Oodena land in a scope and manner consistent with the remainder of the City. The City will receive payments for services from Treaty One Nation as lands are developed.

Once developed, Treaty One Nation intends to use its taxing authority to create a property and business tax regime that mirrors that existing beyond its boundaries of Naawi-Oodena. Once collected, Treaty One Nation will forward 65% of those taxes to the City as payment for services rendered under the agreement.

The potential benefits from the development of these lands by Treaty One Nation are immense, for the Treaty One Nation and for the City at large. Refer to impacts summarized by the City Economist in Schedule B of this report.

Jocelyn Peters - June 1, 2022

Jocelyn Peters, CPA, CGA
Manager of Finance & Administration (Campus)
Corporate Finance Department

Council Minutes – June 23, 2022

CONSULTATION

This Report has been prepared in consultation with:

Treaty One Nation
Indigenous Relations Division
Assessment & Taxation
Assets & Project Management Department
Legal Services (as to legal issues)
Public Works Department
Planning, Property & Development Department
Water & Waste Department

OURWINNIPEG POLICY ALIGNMENT

Leadership and Good Governance

Objective 2 – Promote trust and government responsiveness through meaningful, inclusive and informed community engagement.

Policy 1.13 - Indigenous Economic Development

Facilitate the process of reclamation of Indigenous land for urban reserve development by building respectful relationships with Indigenous governments and leadership to establish or maintain processes and protocols for service provision, bylaw harmonization, and land-use planning.

Economic Prosperity

Objective 1 - Ensure transparent and predictable conditions are in place to support desired business growth through attraction, investment, and retention.

Policy 3.10 - Indigenous Economic Development

Prioritize Indigenous heritage, culture, art, entrepreneurial and tourism-related economic opportunities.

Social Equity

Objective 2 – Build bridges spanning ideas, cultures, identities and generations on a foundation of truth, understanding, and rights-based reconciliation.

Policy 5.4 – Reconciliation with Indigenous Peoples

Prioritize municipal implementation responsibilities within the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission of Canada's Calls to Action and the National Inquiry Into Missing and Murdered Indigenous Women and Girls' Calls for Justice.

Policy 5.5 – Indigenous Lens

Include an Indigenous lens and leadership in municipal governance processes, to recognize, respect and advance Indigenous rights, and build cooperative and mutually beneficial relationships toward reconciliation.

Council Minutes – June 23, 2022

City Building

Objective 1 – Responsibly plan, prioritize and accommodate growth in areas that best support Complete Communities principles, to achieve this Plan’s sustainable development goals

Objective 2 – Integrate resilient land use, transportation and infrastructure planning, and investments.

Objective 3 – Facilitate development opportunities that complete established communities, and plan new communities as complete and connected from the outset.

Policy 6.6 – Intensification Target

Achieve the intensification target by making development in existing built-up areas easier and more desirable and predictable, as directed in Complete Communities

Policy 6.9 – Transformative Areas

Designate Downtown, Corridors, Mixed Use Centres, Major Redevelopment Sites and New Communities as Trans- formative Areas within the Urban Structure in Complete Communities, representing lands that provide the best opportunities to accommodate significant growth and change.

Policy 6.15 – Regional Mixed Use Corridors

Recognize that a primary function of designated Regional Mixed-Use Corridors is for the efficient movement of people, goods and services, while transitioning the functional design over time to support mixed-use intensification and transit-orientation.

WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

Strategic opportunity 1: Corporate leadership

1.8 Work with Indigenous communities, the provincial government, and the federal government to advance climate action

Strategic opportunity 3: Advancing sustainable transportation — increase mobility options & shift to zero emission vehicles

3.2 Increase the density of urban development along key transit corridors

3.3 Design new suburban communities to enable enhanced public transit services and access to transit corridors

Strategic opportunity 4: Facilitate compact, complete development & increase density

4.1 Increase strategic infill development that provides access to, and capitalizes on existing and planned corridors with frequent public transit service

4.4 Support the redevelopment of former commercial and industrial lands into active use

WINNIPEG POVERTY REDUCTION STRATEGY ALIGNMENT

The information and recommendations presented in this report align with and advance the Winnipeg Poverty Reduction Strategy (2021 – 2031) as follows:

They embody the following **Guiding Principles**:

- We will Uphold Human Rights
- We will Honour Relationships and Reconciliation with Indigenous Peoples
- We will Address Systemic Oppression, Trauma, and Social Inequity
- We will Promote and Maintain the Welfare of all residents
- We will Develop Trust and Meaningful Partnerships to find solutions and drive change

They align with the following **Goals and Objectives**:

Goal 1: Equity and a Culture of Caring are Demonstrated through Strategy Implementation and Systems Change

Related 10-year Objectives:

B. City decisions and actions are informed by Lived Experience perspectives, trusting relationships are established.

Goal 6: All City Services are Equitable, Inclusive and Accessible

Related 10-year Objectives:

A. Residents have equitable access to City services, in particular demographic groups who experience marginalization.

C. Use of City's tools and resources are maximized to reduce systemic inequities

Goal 8: Equity in Community Safety is Increased through Collaboration

10-year Objectives:

A. Community and equity-based approaches to safety are prioritized and resourced, particularly for First Nations, Métis Nation, Inuit, Black, Racialized and Religious Minority groups and in areas of higher poverty.

SUBMITTED BY

Department: Office of the Chief Administrative Officer

Prepared by: M. Jack

Date: June 2, 2022

Attachments:

Schedule A – Gawijjigemangit Agreement

Schedule B – Economic Impact Summary

Schedule C – Naawi-Oodena Master Plan

Schedule "C"

MAP OF TREATY ONE LANDS AND LEGAL DESCRIPTION

In the Province of Manitoba and being:

Parcel A:

Lots 23, 24, 25 and 26

Parcel B:

Lots 29, 30, 31, 32, 33 and 34

Parcel C:

Lot 19

Parcel D:

Lots 12, 15 and 16

Parcel E:

Lots 1, 2, 3, 5, 6 and 7

which lots are shown on a Plan of Subdivision in part of River Lots 60, 61, 62 and 63, Parish of St. Boniface, and River Lots 1,2,3 and 4 Parish of St. Charles, registered in the Winnipeg Land Titles Office as Plan Number 70135 and recorded in the Canada Lands Surveys Records as Number 111319;

including all mines and minerals;

said described land containing 40.23 hectares (99.41 acres), more or less.

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

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;

- (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;

- (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.

SCHEDULE "F"
NAAWI-ODENA MASTER
PLAN

FORMER KAPYONG BARRACKS MASTER PLAN

MARCH 2021



Canada Lands Company
Société immobilière du Canada

Project Partners:



Canada Lands Company
Société immobilière du Canada



Master Planning Team:

Scatliff + Miller + Murray
MORR Transportation Consulting
Tetra Tech Engineering
Ayshum Engineering
EdgeEffects
Stockton Surveys
Barnes & Duncan

**Master Planning
Indigenous Design Group:**

Adrian Alphonso
Alan Greyeyes
Destiny Seymour
Jaimie Isaac
Daniel Kanu
David Daniels
Steve Isfeld

Acknowledgements

Treaty One Development Corporation and Canada Lands Company would like to extend their deepest gratitude to the citizens and leaders of the seven Treaty No. 1 First Nations for sharing their insights and development aspirations that have shaped the vision for the redevelopment of the former Kapyong Barracks. Equally important has been the strong interest from the citizens of Winnipeg, including neighbouring residents and businesses, who have offered constructive input and creative ideas that have informed this Plan.

We would also like to thank Frank Beaulieu, of Sandy Bay First Nation, for Ojibwe translation of the Project Aspirations.

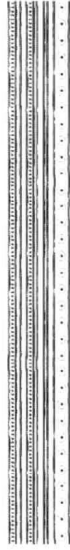
Pattern designs by Destiny Seymour



The Niswi pattern (above) is based on a pottery pattern from Treaty One territory dating back over 3000 years. Niswi means 'Three' in Anishinaabemowin.



The Bezbig patterns (below) are based on a pattern from an Elk Antler Bone tool, dating over 4,000 years old, uncovered near Brille, Manitoba. Bezbig means 'One' in Anishinaabemowin.



“ Canada is a test case for a grand notion – the notion that dissimilar peoples can share lands, resources, power, and dreams while respecting and sustaining their differences. The story of Canada is the story of many such peoples, trying and failing and trying again, to live together in peace and harmony. But there cannot be peace or harmony unless there is justice. ”

- Chief Georges Erasmus and Justice René Dussault, The Royal Commission on Aboriginal Peoples

EXECUTIVE SUMMARY

Treaty One Development Corporation in partnership with Canada Lands Company CLC Limited have developed this Master Plan for the former Kopyong Barracks. This Master Plan establishes a comprehensive planning and land use framework for the transformation of the 160-acre site into a diverse and vibrant mixed-use community that emphasizes Indigenous design excellence and connectivity with surrounding established neighbourhoods.

This Master Plan is based on seven overarching aspirations; that underscore not only the significant development potential of the site, but also the significant opportunities that exist to bring communities together: 1) generating prosperity and cultivating partnerships; 2) building a welcoming and inclusive community; 3) celebrating First Nations identity and culture; 4) promoting sustainable urban development; 5) advancing new expressions in Indigenous design; 6) sharing knowledge and cultural teachings; and 7) showcasing innovation in design and urban development.

The land use framework is organized around seven land use designations that work together to create a complete community, with a diverse mix of housing, businesses, cultural institutions, community amenities, and attractions.

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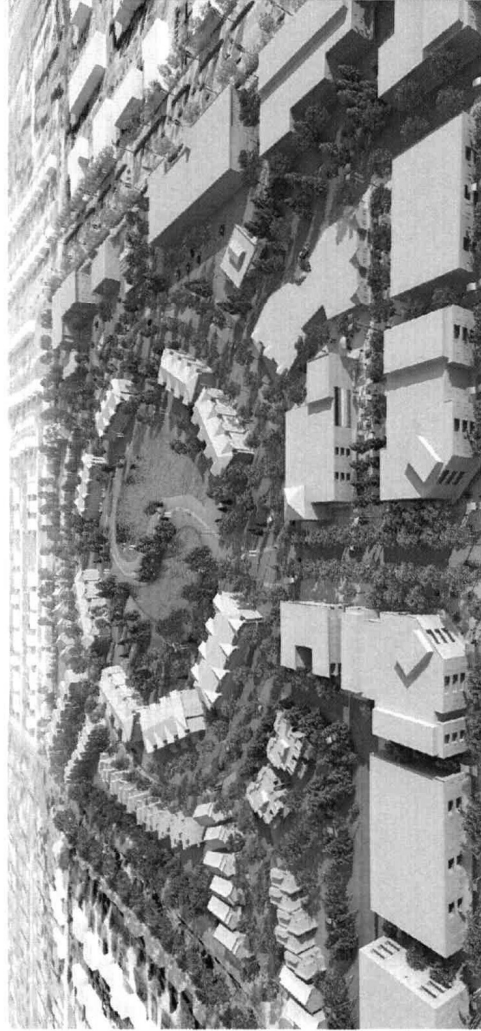
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part 1

vision



This conceptual illustration depicts the northernmost parcel (Block E) of the redevelopment. The ring-road, together with diagonal parkway corridors, connects this new community with the adjacent neighbourhoods and offers residents and visitors access by a variety of transportation modes. Featuring Commercial uses along Route 90 and a Mixed-Use Village along Grant Ave., Block E is predominantly characterized by a large Community Space surrounded by single and multi-unit residences. The conceptual design of the community space follows this Plan's landscape guiding principles, emphasizing First Nations design and culture and encouraging support for First Nations artists.

1.0 ONE VISION

The redevelopment of the former Kapyong Barracks is a landmark project for the Treaty One Nation, Canada Lands Company, and the City of Winnipeg, with the potential to serve as a model for Indigenous urban development, First Nations-municipal collaboration, and showcase exemplary community design.

Beyond the transformation of the subject lands, through this Master Plan, the former Kapyong Barracks is poised to become a catalyst for First Nations economic development, a focal point for the Treaty One Nation identity and cultures, and an opportunity to demonstrate leadership in sustainable community design. The Treaty One Nation and Canada Lands Company are working toward shared objectives of invigorating the Treaty One Nation urban presence, shaping Winnipeg's urban growth, and connecting communities – both physically through the emergence of new development, and culturally through the sharing of knowledge and pursuit of collective aspirations for the future.

1.1 One Plan, Parallel Jurisdictions

This Master Plan reflects the shared aspirations of the Treaty One Nation and the Canada Lands Company for the redevelopment of the subject lands. Although this Plan articulates a cohesive vision, the path to implement and achieve that vision will vary, as each party is subject to differing jurisdictional requirements:

- **Treaty One Nation (TIN)** – developing their lands as a joint reserve, and subject to corresponding Federal legislation and Internally developed land laws, rather than City by-laws and development regulations.
- **Canada Lands Company CLC Limited (CLC)** – developing its lands as fee simple and subject to Provincial and City land use planning regimes.

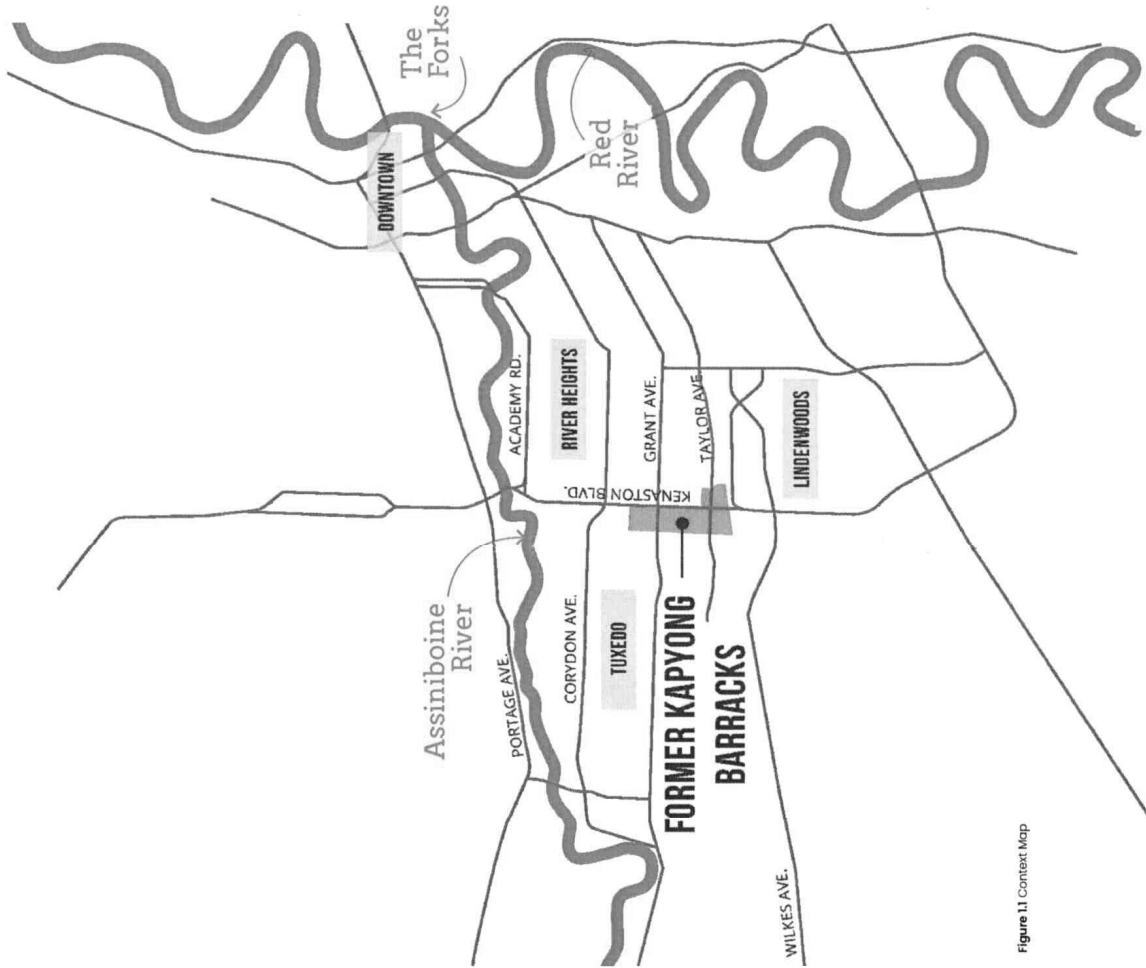


Figure 1.1 Context Map

1.2 Land Area + Ownership

The subject lands have a total site area of approximately 160 acres, which extend over five large blocks.

The ownership of the site is divided between TIN and CLC. The development of TIN's lands will be managed and administered by the Treaty 1 Development Corporation (TIDC).

Table 11 Land Ownership by Block (acres)

Block A	7.66	-	7.66
Block B	20.04	-	20.04
Block C	11.66	17.50	29.16
Block D	42.95	24.56	67.51
Block E	25.95	9.39	35.34
TOTAL (acres)	108.26	51.45	159.71



Figure 12 Land Ownership

1.3 Purpose + Interpretation

The Master Plan should be interpreted as a guiding document meant to provide an articulation of the vision, urban structure, land use, and design concepts for the redevelopment of the subject site. It is not intended to be a static document, but rather a flexible framework within which to achieve the vision and Project Aspirations.

More detailed development standards and regulations will be established by way of a Municipal Development and Services Agreement (MDSA), Secondary Plan, Zoning By-law, and other land designation mechanisms, according to the applicable jurisdiction.

TIN and CLC may develop and adopt additional architectural, landscape, and community design guidelines to further articulate and assist with the implementation of the vision and aspirations.

The intent is that this Plan informs those standards and regulations but is also read in conjunction with them as the redevelopment unfolds. Accordingly, this Plan outlines two types of directives, as follows:

- 1. Policy Directions** – those directions that are intended to directly inform the land use designations and development standards that flow from this Master Plan
- 2. Strategic Directions** – those directions that act as strategic guidance to shape future detailed community design and development pursuits, and potentially inform subsequent standards and regulations

2.0 PROJECT ASPIRATIONS

Together, TIN and CLC have established the following set of Project Aspirations as the foundation of their collective vision for the redevelopment of the former Kapyong Barracks. They encompass a broad range of goals and values, providing flexibility to grow and adapt as the redevelopment evolves.

These Project Aspirations have been central to the Master Planning process and are intended to inform and guide all future planning and redevelopment activity on the subject lands.

PROSPERITY + PARTNERSHIPS

Generate economic, social, and cultural prosperity for all nations by cultivating partnerships that are based on mutual respect and understanding.

IDENTITY

Celebrate treaty identity, First Nation identity, culture, and connection to treaty lands.

COMMUNITY

Build a welcoming, diverse, inclusive community that will become an integral part of the collective identity of Winnipeg, Manitoba, and Canada.

DESIGN

Advance and demonstrate emerging expressions in Indigenous design.

KNOWLEDGE + LEARNING

Commit to the sharing of knowledge among cultures, generations, and partners.

INNOVATION

Showcase innovation, design leadership, and integration of Indigenous traditions and processes into city building and urban development.

SUSTAINABILITY

Give future generations a place to work and live healthy and sustainable lives in relationship with each other and the land.

GIIMAMAWIKAAMIN + CHIIWIDA ANOKIIDIIYAANG

Wijimajitoomagaat Oshkiinokiin nagishkoodading, akina
gilmondoshaamin Igmiziwe Kidakimang jibagosendamang
aanike Wijagandiin manajidin jinisidodamaang.

As evidenced through the Master Planning process, a strong partnership has formed between TIN and CLC. TIN and CLC are committed to working with public and private development interests to ensure the redevelopment is one that welcomes people, encourages participation, brings prosperity to TIN and generates economic development for the city and its residents.



PROSPERITY + PARTNERSHIPS

Generate economic, social, and cultural prosperity for all nations by cultivating partnerships that are based on mutual respect and understanding.

GIKENDIZWAAN

Giichiwiikongern Agwiigwaang Anishinabe Niigaan
abe Agwaganii Akiin.



Over countless generations, TIN have established deeply-rooted traditions and rich cultures. The redevelopment of the former Kapyong Barracks is an opportunity to express and share that history and culture. Guided by this Plan, the transformation of the subject lands will strive to embed Indigenous knowledge into design and development, including, but not limited to, the development of major cultural institutions, investment in First Nations businesses, art and architecture, naming of streets and public places, and the use of native plants, to celebrate First Nation Identity and tell the story of Treaty No. 1.



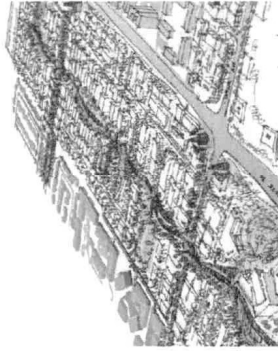
IDENTITY

Celebrate treaty identity, First Nation identity, culture, and connection to treaty lands.

GAMAMAYAANG

Ozhichigade aniin chi izhe ozhi izhe onukiyaang gitchii Odenaa tugaa Kanada.

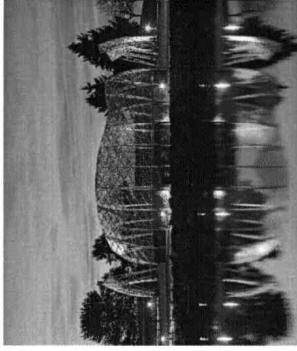
The Master Plan merges the former Kapyang Barracks back into the urban fabric, creating new connections into the surrounding Tuxedo and River Heights neighbourhoods. Through redevelopment, the Plan aims to create a place and process that welcomes all people. Through the design of public spaces, site programming, and careful and considerate building design, the intent of the Plan is to ensure the redevelopment works with its neighbours.



OZHIISHKIGAAN

Kikinwajwabandeidim Anishinabek ozhigewiin.

Across Canada there are numerous Indigenous architects, landscape architects, and designers who are creating buildings and places that are rooted in their cultures and traditions. The intent of this Plan is to set the path towards promoting and advancing resurging expressions in Indigenous design in the redevelopment – public spaces, public art, housing, community facilities, and commercial projects.



COMMUNITY

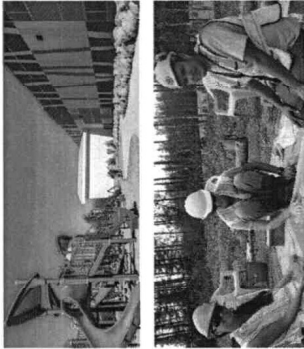
Build a welcoming, diverse, inclusive community that will become an integral part of the collective identity of Winnipeg, Manitoba, and Canada.

DESIGN

Advance and demonstrate emerging expressions in Indigenous design.

GIKENDASWIN + GINAMAGEM

Kidashodamago Gikendaswin taga Anikoobijiganuuk giwijaganinaan.



Rooted in an understanding and commitment to the Truth and Reconciliation Commission's Calls to Action, the planning and redevelopment of the former Kapoyng Barracks should serve to strengthen intercultural understanding and mutual respect through collaborative design, public art, cultural celebrations and gatherings, the use of traditional plants, and land stewardship efforts.



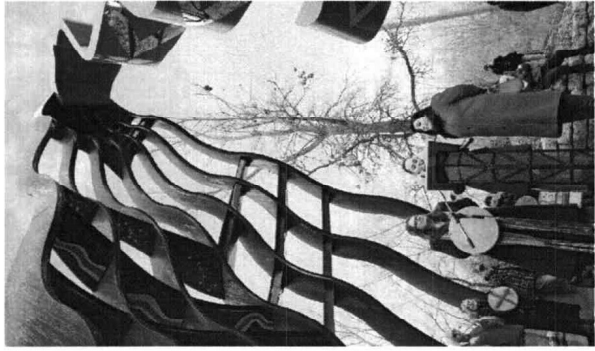
KNOWLEDGE + LEARNING

Commit to the sharing of knowledge among cultures, generations, and partners.

MAJIOZHIYOMAGAT

Wabandeidim Niigaaan wiizhinagwaak Anishinabe pimichige amiin Ge izhii nagochige Oshkii gichii Asiniigaamiigooon ozhitoong.

The redevelopment of the subject site offers a truly unique opportunity within Canada to move beyond standard building and development practices and create new systems, processes, and places that are forward-thinking. This includes environmentally sustainable approaches to buildings and infrastructure, delivery of housing and social services, and opportunities to create safe, inclusive, and dynamic public spaces.



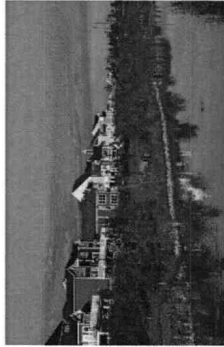
INNOVATION

Showcase innovation, design leadership, and integration of Indigenous traditions and processes into city building and urban development.

CHIGIKINAJISEK

Ginensh Niigaan izisek chiminoayaayin tugaa chikinwadisek giidakiimiinaan.

Sustainability is a multi-dimensional concept, touching all aspects of community building. It is an overarching concept that relates to the entire urban system – financial, operational, environmental, and cultural. Its emergence as a focal point for community planning cuts across classes and cultures, and stands to become even more pronounced as cities and Nations face ever increasing environmental and fiscal challenges. Through well-considered planning and design, sound management practices, careful stewardship of the environment, and its resources, and the ability to adapt to new standards of practice as they emerge, this Plan aims to create a community that is sustainable, healthy, and livable.



SUSTAINABILITY

Give future generations a place to work and live healthy and sustainable lives in relationship with each other and the land.

3.0 CONTEXT

As with any place, there are stories, communities, and events that make up the varied history of the former Kapyong Barracks site. Included in this history is the signing of Treaty No. 1 and the many implications it brings to people and land across Manitoba. The following pages offer a brief summary of the histories of Treaty No. 1 and the former Kapyong Barracks site, as well as an overview of the current surrounding context of the area.

3.1 Treaty No. 1

The following timeline provides a brief overview of the history of Treaty No. 1 since its signing on August 3, 1871. This history plays a key role in the eventual Comprehensive Settlement Agreement signed by Treaty 1 First Nations and Canada on August 30, 2019.

PEACE TREATY

Long before Treaty No. 1 was signed, the indigenous peoples of North America were entering into peace treaties with each other for reasons of trade, use of territory, and mutual aid. These treaties were solidified through processes of gift-giving, pipe ceremonies, and feasts, in addition to the creation of a wampum belt, a memory device with shells sewn together to form pictures.

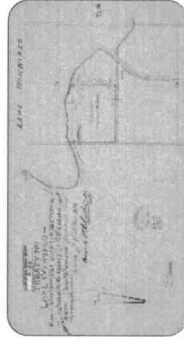
LAND ALLOCATION

As part of Treaty No. 1, each First Nation was to receive 160 acres of land per family of five. However, within Manitoba, several of the First Nations of Treaty No. 1 did not receive their entire land allocations.

To this day, many First Nations have never received the land that was due to them based on the legally binding signing of Treaty No. 1.

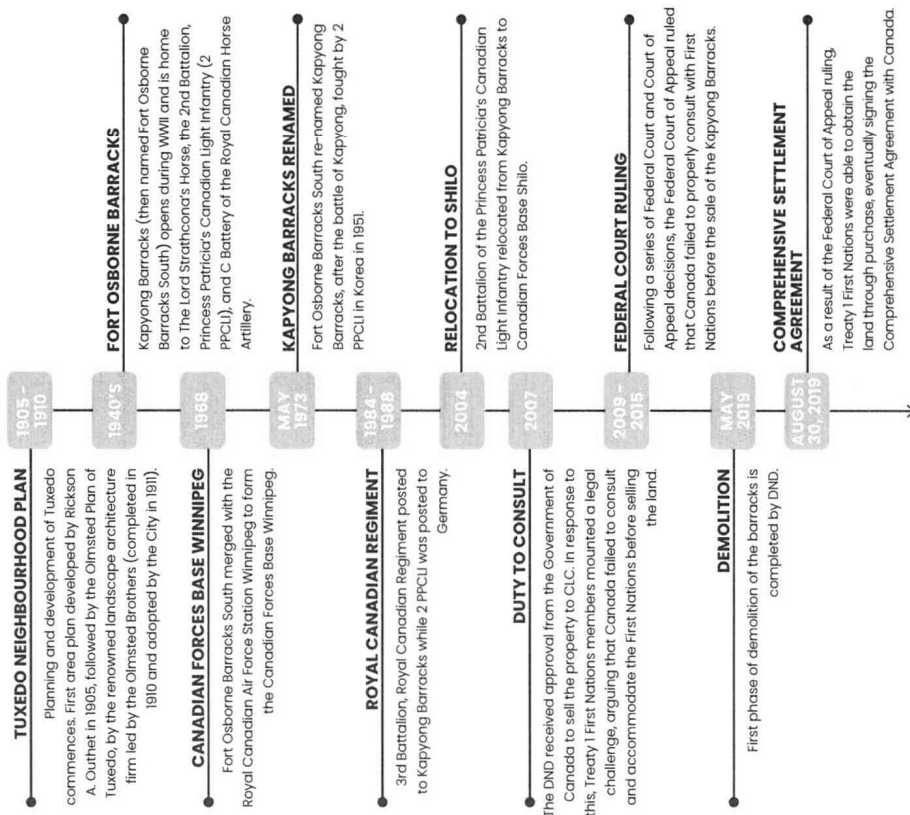
TREATY NO. 1 SIGNED

In a spirit of peace and coexistence, Treaty No. 1 was signed at Lower Fort Garry, just southwest of Selkirk, Manitoba, between the Anishnabe of southern Manitoba and the British Crown.



3.2 Site History

The following timeline provides a brief historical overview of the former Kapyong Barracks and its evolution.



TREATY LAND ENTITLEMENT

The Treaty Land Entitlement (TLE) Framework Agreement was signed between the Treaty Land Entitlement Committee, Canada, and Manitoba. This agreement sought to resolve the outstanding debt of land legally owed to First Nations in Manitoba. Still in use today, the TLE Framework Agreement allows First Nations to select available Crown land, use funds to buy private land, or both.

FEDERAL COURT RULING

Following a series of Federal Court and Court of Appeal decisions, the Federal Court of Appeal ruled that Canada failed to properly consult with First Nations before the sale of the Kapyong Barracks.



DUTY TO CONSULT

The Department of National Defense (DND) received approval from the Government of Canada to sell the property to CLC. In response to this, Treaty 1 First Nations members mounted a legal challenge, arguing that Canada failed to consult and accommodate the First Nations before selling the land.

This challenge was based on a series of three Supreme Court decisions, *Haida Nation v. British Columbia*; *Taku River Tlingit First Nation v. British Columbia*; and *Mikisew Cree First Nation v. Canada*. These cases established precedent for the Crown's [federal government] duty to consult and provided a general framework for its implementation.

TREATY ONE DEVELOPMENT CORPORATION

Treaty One Development Corporation (TODC) is established by the seven Chiefs of TIN.



COMPREHENSIVE SETTLEMENT AGREEMENT

As a result of the Federal Court of Appeal ruling, Treaty 1 First Nations were able to obtain the land through purchase, eventually signing the Comprehensive Settlement Agreement with Canada.

3.3 Neighbourhood Land Use Context

The former Kapyong Barracks site is situated within an already existing urban fabric, bordered by the neighbourhoods of Tuxedo and River Heights. These surrounding areas contain numerous amenities.

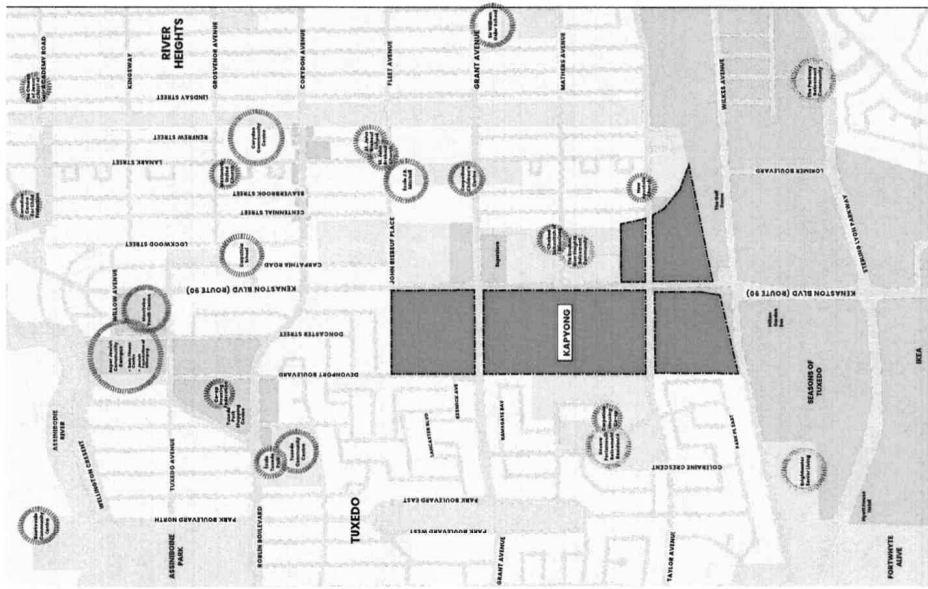


Figure 3.1 Surrounding Land Uses

3.4 Planning + Development Context

First Nations Urban Economic Development Zone

First Nation Urban Economic Development Zones, historically referred to as Urban Reserves, are lands within an urban area designated as reserve land. A portion of the former Kapyong Barracks will be set aside as a Joint Reserve, owned, developed, and managed collectively by the seven First Nations that are signatory to Treaty No. 1.

The creation of a First Nation Urban Economic Development Zone will provide a number of benefits for both the First Nations and the city. These benefits include:

- Advancing First Nations economic prosperity, independence, and self-governance;
- Promoting innovation and creativity in sustainable urban development;
- Strengthening collaboration between TN and the City of Winnipeg and creating an opportunity for the City to continue pursuing its commitment to reconciliation;
- Creating connections with the surrounding community;
- Contributing to urban redevelopment and the local economy; and
- Generating revenues for the city through provision of municipal services.

City of Winnipeg Policy Context

The objectives and directions of this Master Plan have been developed in consideration of the City's land use planning and development policy framework, including *OurWinnipeg* and its companion, the *Complete Communities Directions Strategy*. Other relevant city plans and guidelines were also considered, including the *Transportation Master Plan*, *Transit Master Plan*, *Pedestrian & Cycling Strategies*, and the *Transit-Oriented Development Handbook*. The following provides a brief overview of the municipal policy context informing this Master Plan.

OurWinnipeg 2045 (Draft)

OurWinnipeg, the City of Winnipeg's official development plan, identifies the former Kapyong Barracks as a Major Redevelopment Site. The intent of the Major Redevelopment Site designation is to support development and land uses that "...provide transformative, sustainable, well-designed and walkable urban environments, through a comprehensive and collaborative secondary planning process".

This Major Redevelopment Site designation identifies areas that present opportunities to create complete communities within, or adjacent to, existing neighbourhoods. Major Redevelopment Sites are considered prime locations for intensification given their proximity to public transit and their ability to integrate with existing street networks, community services, and municipal infrastructure.

In addition, *OurWinnipeg* emphasizes the following policies:



- To facilitate the process of reclamation of Indigenous land for urban reserve development by building respectful relationships with Indigenous governments and leadership to establish or maintain processes and protocols for service provision, bylaw harmonization, and land-use planning;
- To prioritize Indigenous heritage, culture, art, entrepreneurial and tourism-related economic opportunities;
- To prioritize municipal implementation responsibilities within the United Nations Declaration on the Rights of Indigenous Peoples, the Truth and Reconciliation Commission of Canada's Calls to Action and the National Inquiry into Missing and Murdered Indigenous Women and Girls' Calls for Justice; and
- To include an Indigenous lens and leadership in municipal governance processes; to recognize, respect and advance Indigenous rights, and build cooperative and mutually beneficial relationships toward reconciliation.

Complete Communities Directions Strategy 2.0 (Draft)

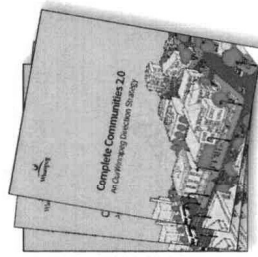
As the key companion document supporting *Our Winnipeg, Complete Communities* is the City's guide to land use and development, providing direction for growth in existing and new communities. The driving principles of this document include creating communities that support social, economic, and environmental sustainability, in addition to land uses and built forms that encourage higher residential density, building-type variation, and integrated municipal infrastructure. Further, *Complete Communities* emphasizes the following policy:

- When new urban reserves are initiated, work in good faith with First Nations governments to negotiate Municipal Development and Services Agreements (MDSAs) that include service capacity and restraints, bylaw harmonization, land use planning, a dispute resolution process, and any additional relevant items.

Winnipeg's Indigenous Accord

Adopted by City Council in 2017, *Winnipeg's Indigenous Accord* lays out the City's vision and commitment to reconciliation. Drawing on key principles from The Truth and Reconciliation Commission of Canada, the Accord establishes the six core commitments, focused on:

- building an ongoing process of reconciliation based on mutually respectful partnerships;
- embracing respectful relationships and engaging new partners in the process of reconciliation;
- facilitating a reconciliation process guided by the knowledge and experiences of First Nations, Métis, and Inuit Peoples;
- engaging multiple sectors across Winnipeg to build new initiatives, partnerships, and advance reconciliation efforts;
- initiating a positive change in the culture of relationships between Indigenous and non-Indigenous people in Winnipeg; and
- collaborating to formulate and execute action plans observing the commitments, shared values, and principles as expressed in the Accord.



4.0 PUBLIC PROCESS

As part of the Master Plan development, TIN and CLC led an extensive community engagement process, including conversations with TIN community members, neighbouring residents and businesses, special interest groups, and the City of Winnipeg.

The engagement process included focus group discussions with key special interest groups, a series of community surveys, a major virtual public information session, the development of a project website with continuous updates, and strong use of TIN and CLC social media platforms. Community input informed the development of the land use structure and was a critical consideration in the creation of the Master Plan. Furthermore, it confirmed broad community support for the development vision and direction of the Master Plan.

TIN and CLC are committed to ongoing and meaningful engagement with community members, neighbours, and stakeholders as the redevelopment progresses.

2019 NATIONAL INDIGENOUS PEOPLE'S DAY POWOW

Early in this process TIN and CLC met with people at the National Indigenous Peoples Day Powow on June 21, 2019, which was hosted on the former Kapyong Barracks site. Here they gathered feedback on preliminary design and planning concepts.

Throughout the Master Plan process, TIDC used a combination of in-person and online methods to engage with the citizens and leaders of the seven Treaty 1 First Nations.



2019 NATIONAL GATHERING OF ELDERS

In 2019, TIN and CLC were able to engage with Elders and Knowledge Keepers at the National Gathering of Elders held in Winnipeg, MB.



MEETINGS WITH SPECIAL INTERESTS + MUNICIPAL DEPARTMENTS

Early in this process, the Master Planning Team met with key special interests and representatives from City Departments.

MEETINGS WITH SPECIAL INTERESTS + MUNICIPAL DEPARTMENTS

- Councillor John Orlikow, River Heights - Fort Garry
- Councillor Kevin Klein, Charleswood - Tuxedo - Westwood
- Winnipeg Chief Administrative Office
- Winnipeg Planning, Property & Development
- Winnipeg Public Works
- Winnipeg Water and Waste
- Winnipeg Transit
- Winnipeg Community Services
- Winnipeg Equity and Diversity Initiative
- Pembina Trails School Division
- Winnipeg School Division
- Division scolaire franco-manitobaine
- Canadian Mortgage & Housing Corporation
- Bike Winnipeg
- Winnipeg Trails Association

COMMUNITY SURVEYS

Over the course of the planning process, several public surveys were launched, offering an opportunity for community members and the public to provide their feedback on various aspects of the Master Plan including the three concept plan options.

COLLABORATIVE PLANNING + DESIGN

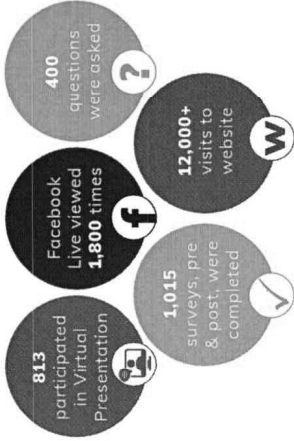
As part of the Master Planning Team an Indigenous Design Group was assembled to develop concepts, share perspectives on indigenous design, and provide critical feedback on draft and final versions of the concept plans and Master Plan.



COMMUNITY ENGAGEMENT

Due to COVID-19 restrictions, two major in-person public information sessions planned for the Spring were canceled. The community engagement program pivoted towards the use of online and social media platforms as well as an online public information session, using Zoom, hosted on June 17, 2020.

The following summarizes the degree of engagement with the community. Despite the need to adapt the engagement program mid-stream due to COVID-19, the level of public interest and engagement was significant.

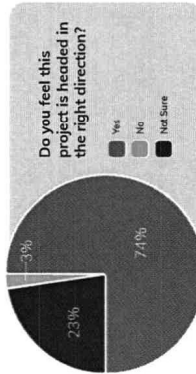


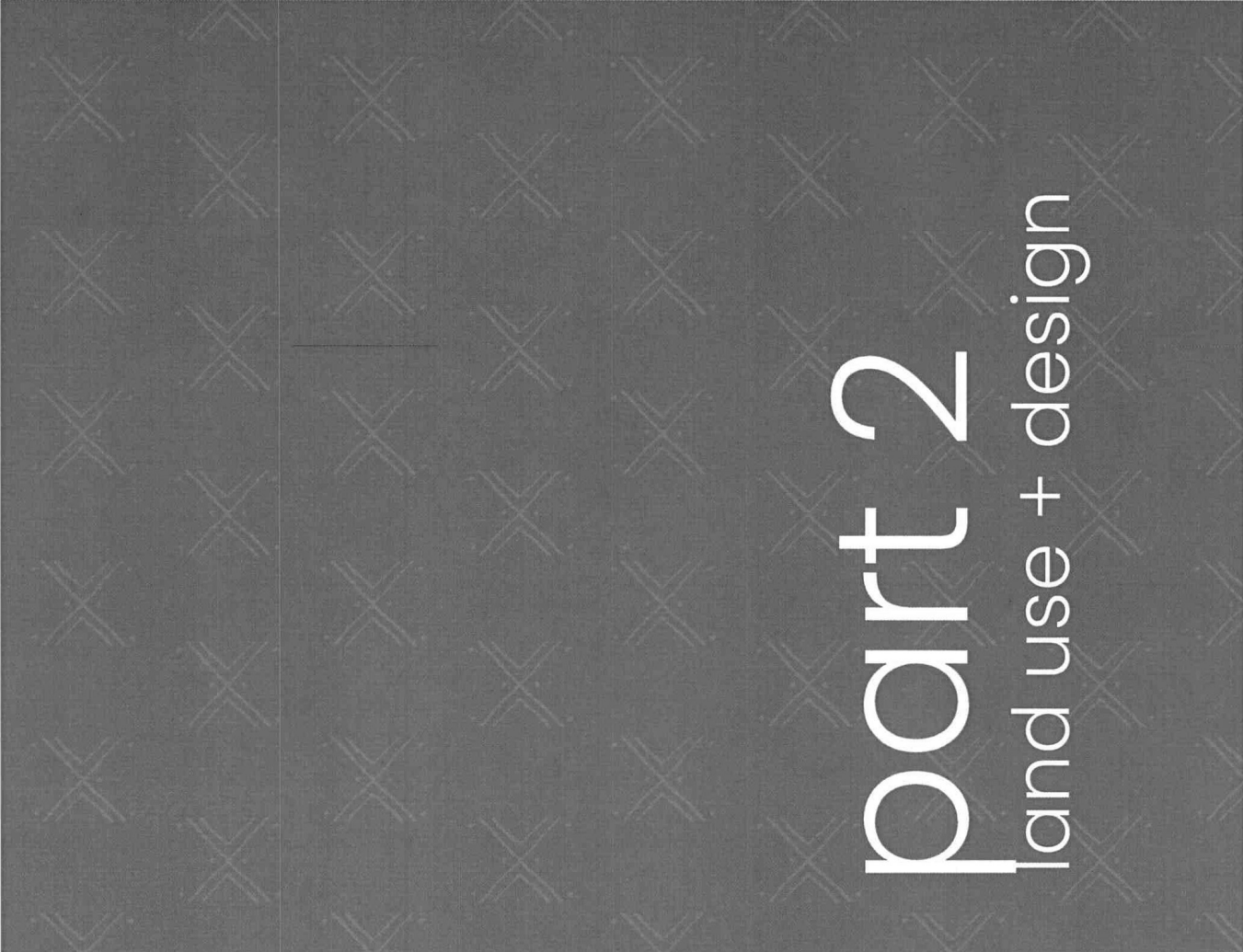
More than 800 people participated in the online public information session. The session was also streamed and posted on Facebook Live where it was viewed approximately 1,800 times. More than 400 questions and comments were submitted during the session, which were focused on concept plan design, building and site standards, housing, traffic and transportation, business and partnership opportunities, development timelines, and plans for further public engagement. Following the presentation, a total of 344 people responded to an Exit Survey.

Beyond substantiating wide community interest and support for the redevelopment of the former Kapyong Barracks, the engagement process also provided a platform for the community to share their vision, ideas, and priorities for the redevelopment.

Closely aligned with TIN and CLC's shared Project Aspirations, the community's top ideas and priorities included:

- Great public spaces and places for recreation
- Integration with surrounding neighbourhoods
- Showcasing indigenous design and culture
- Accessible walking and cycling routes - connected to Winnipeg's Active Transportation network
- Places to live - diverse housing options, including affordable and accessible housing
- Open, natural spaces throughout the site for public use





part 2
land use + design

5.0 LAND USE FRAMEWORK

The land use framework Master Plan for the former Kapyong Barracks creates a complete community that supports connectivity and compatibility with adjacent neighbourhoods.

The overall land use structure provided in **Figure 5.1** is schematic and may be adjusted through more detailed planning efforts as the development progresses, considering the relationship between land uses, street patterns and connectivity, and achievement of the broader development objectives of this Plan.

Figure 5.1 provides for the general location and distribution of the following land use designations:

1. Mixed-Use Village
2. Commercial Mixed-Use
3. Medium Density Residential
4. Lower Density Residential
5. Sports + Recreation
6. Cultural Campus + Education
7. Community Spaces

Figure 5.1 also shows the proposed internal transportation network (see **Section 8.1**) and general location of Stormwater Management Facilities (see **Section 8.2**).

GENERAL POLICY DIRECTIONS

- All development should be consistent with this Plan's Project Aspirations and Community Design Strategic Directions.
- Notwithstanding any other Policy Directions in this Master Plan, parks and open spaces, utilities, pathways, Stormwater Management Facilities, and urban food gardens are permitted in all land use designations.
- In addition to the other Policy Directions outlined in this Plan, interim or temporary uses may be permitted to activate lands within the former Kapyong Barracks prior to permanent redevelopment occurring. Interim or temporary uses shall be consistent with this Plan's Project Aspirations, contribute to the long-term build-out of the subject lands, and not compromise the implementation of this Plan in any way.
- Measures to increase parking efficiency throughout the subject lands, including shared parking between land uses, are strongly encouraged. Specific parking standards for all land use designations shall be provided in the implementing Land Use Designation/Regulation and/or Zoning By-law.

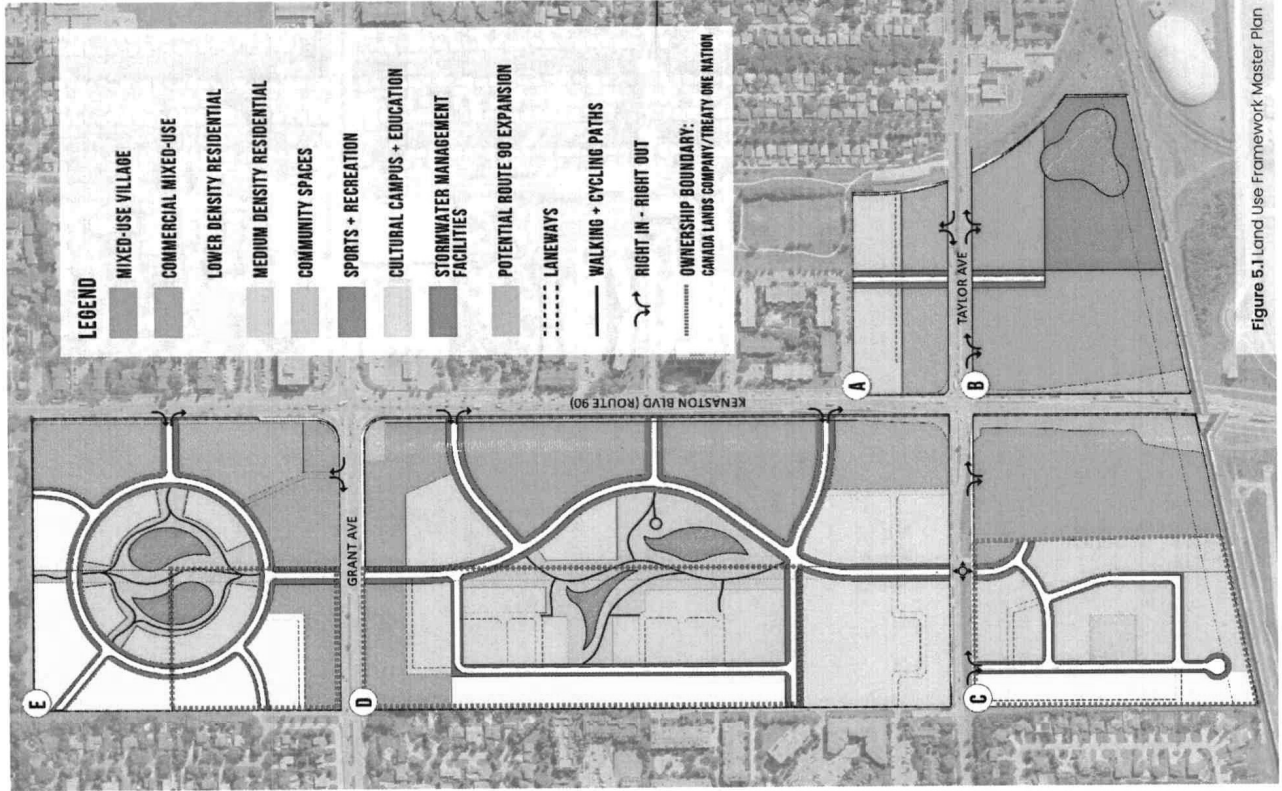
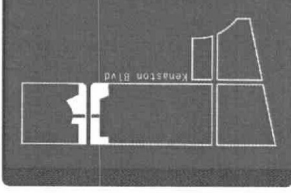


Figure 5.1 Land Use Framework Master Plan

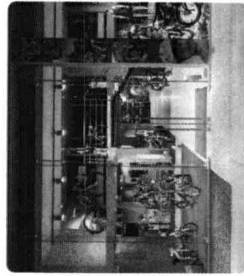
5.1 Mixed-Use Village



The intent of the Mixed-Use Village designation is to promote higher density housing with retail, service commercial, and other active-uses at grade to create a pedestrian-friendly, transit-supportive urban environment along Grant Avenue. The aim is to create an animated village corridor that supports future planned investment in rapid transit infrastructure and creates a strong urban entryway into the development site.

OBJECTIVES

- Mix of Uses:** To accommodate a full range of land uses, including multi-unit residential, institutional, main floor retail, office, commercial, and cultural uses;
- Active Streetscape:** To encourage mixed-use buildings with active uses at-grade and residential or office uses above, to create a lively and engaging public realm;
- Quality Design:** To encourage high quality architecture and urban design to ensure new development contributes to the creation of a strong community identity;
- Pedestrian Permeability:** To ensure the design of all buildings reinforces the relationship between the buildings and the street by maintaining a high degree of permeability and activation at the ground level;
- Visual Quality:** To minimize the visual impact of parking, service areas, and similar elements on the public realm; and
- Diverse Housing Options:** To provide a diverse mix of housing, including variation in unit sizes, tenure mix, integration of accessible and age-friendly housing, and affordable housing options to accommodate a range of household income levels.



POLICY DIRECTIONS

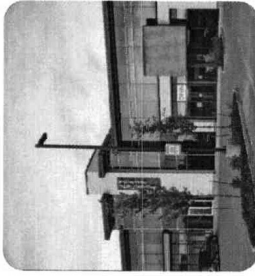
- Permitted Uses within the Mixed-Use Village designation include:
 - Multi-unit residential uses;
 - A diverse range of retail and commercial uses including office, restaurants, and personal services; and
 - Community and cultural facilities.
- The Implementing Land Use Designation/Regulation and/or Zoning By-laws, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
- The maximum height of any building within the Mixed-Use Village designation shall be 6-stories, or 20 metres, whichever is less. [Mixed-Use heights assume 4.5m for ground floor and 3.0m for all floors above].
- Residential densities within the Mixed-Use Village designation shall generally achieve between 40 and 60 units per gross developable acre.
- Permitted uses are encouraged to be integrated and developed within mixed-use buildings.
- Automobile related uses (i.e., sales, service, gas bars, car washes, etc.) are not permitted.
- Drive-through restaurants and facilities are not permitted.
- No individual, direct access should be permitted for any development lot from Grant Avenue, except if provided via a planned laneway connection as illustrated on **Figure 5.1**.
- Parking lots shall not be located within any front yard.
- Provisions should be made to integrate a future rapid transit station at Grant Avenue and Route 90.

5.2 Commercial Mixed-Use

The intent of the Commercial Mixed-Use designation is to promote a wide range of retail and service commercial uses, as well as office and major cultural facilities that serve not only the surrounding residential neighbourhoods, but also the wider city and Treaty I communities.

OBJECTIVES

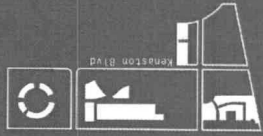
- Diversity of Commercial Uses:** To accommodate a full range of retail and service commercial uses, containing both large single users and clusters of smaller users;
- Cluster Culture Facilities:** To accommodate major cultural facilities within Block B;
- Multi-Modal Access:** To ensure that all commercial developments are designed to function as multi-modal places through the coordinated design of pedestrian, transit, cycling, and vehicular access, as well as parking, drop-off, and loading;
- Quality Design:** To ensure that all commercial developments meet the highest standards for building design, siting, massing, and public access;
- Visual Quality:** To minimize the visual impact of parking, service areas, and similar elements on the public realm; and
- Neighbourhood Character:** To ensure that commercial developments do not encroach upon or negatively impact adjacent neighbourhoods and are adequately separated from residential areas.



POLICY DIRECTIONS

- Permitted Uses within the Commercial Mixed-Use Designation include:
 - A diverse range of retail and commercial uses including office, restaurants, and personal services;
 - Food stores;
 - Pharmacies;
 - Hotels;
 - Cultural, recreational, and entertainment uses;
 - Public or institutional uses;
 - Gas bars and electric vehicle charging stations; and
 - Multi-unit residential uses above or to the rear of commercial uses.
- The implementing Land Use Designation/Regulation and/or Zoning By-law, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
- The maximum height of any building within the Commercial Mixed-Use designation shall be 6-stories, or 22.5 metres, whichever is less. [Commercial heights assume 4.5m for ground floor and 3.6m for all floors above].
- At-grade residential uses along the Route 90 frontage are not permitted.
- Commercial developments should be easily accessible to the public and provide convenient pedestrian, cycling, and transit amenities and access.
- Commercial developments are anticipated to include a mix of smaller and medium floor plate uses, with a limited number of larger commercial retail floor plate uses. All commercial developments should be designed to promote efficient on-site circulation to provide convenient pedestrian, cycling, and vehicular access to parking areas, loading spaces, building entrances, adjacent streets, and future transit routes.
- Where multiple smaller and/or medium-sized commercial developments are planned on a site or adjacent sites, they should be planned and designed cohesively – sharing common features including pedestrian, cycling, and vehicular access, landscaping, lighting, parking, and signage.

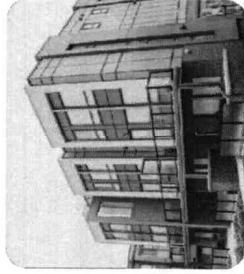
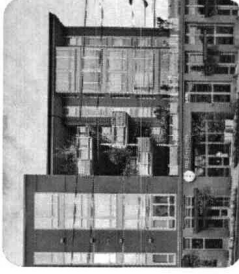
5.3 Medium Density Residential



It is the intent of the Medium Density Residential designation to promote well-designed, multi-unit housing types that provide a mix of tenures and offer a range of housing options for households of all ages, abilities, make-up, and income levels.

OBJECTIVES

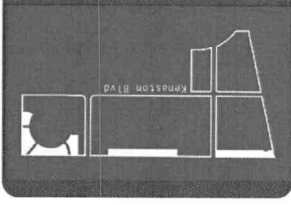
- Diverse Housing Options:** To provide a diverse mix of housing, including variation in unit sizes, tenure mix, integration of accessible and age-friendly housing, and affordable housing options to accommodate a range of household income levels;
- Quality Design:** To encourage high quality architecture and urban design to ensure new development contributes to the creation of a strong community identity;
- Pedestrian Permeability:** To ensure the design of all buildings reinforces the relationship between the buildings and the street by maintaining a high degree of permeability and activation at the ground level; and
- Visual Quality:** To minimize the visual impact of parking, service areas, and similar elements on the public realm.



POLICY DIRECTIONS

- Permitted Uses within the Medium Density Residential designation include:
 - Low and mid-rise apartments and multi-unit residential buildings;
 - Stacked townhomes;
 - Live work units; and
 - Small-scale at-grade convenience commercial uses.
- The implementing Land Use Designation/Regulation and/or Zoning By-law, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
- Small scale neighbourhood commercial uses, integrated at-grade in a multi-unit building, may be permitted in appropriate locations, so long as the proposed use does not negatively impact community character.
- The maximum height of any building within the Medium Density Residential designation shall be 6–storeys, or 20 metres, whichever is less.
- Density within the Medium Density Residential designation should generally achieve between 30 and 60 units per gross developable acre.
- Parking lots shall not be located within any front yard unless site conditions and compatibility with adjacent development necessitates such a location.
- The provision of affordable housing is encouraged within the Medium Density Residential designation, either as stand-alone development projects or as affordable units integrated within market housing projects. To support the development of affordable housing, prospective developers should form partnerships with, and access funding from, all levels of government.

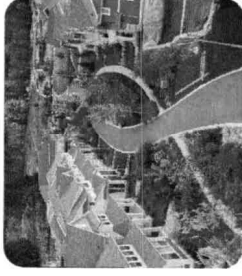
5.4 Lower Density Residential



The Lower Density Residential designation is intended to promote a mix of well-designed, lower density housing types in locations along the western edge of the site. The aim of this designation is to ensure compatibility with land uses of established neighbourhood areas adjacent to the site.

OBJECTIVES

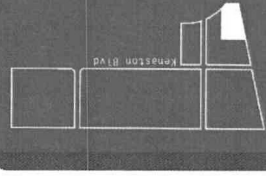
- 1. Diverse Housing Options:** To provide a diverse mix of housing, including variation in unit sizes, tenure mix, integration of accessible and age-friendly housing, and affordable housing options to accommodate a range of household income levels;
- 2. Quality Design:** To encourage high quality architecture and urban design to ensure new development contributes to the creation of a strong community identity, and
- 3. Visual Quality:** To minimize the visual impact of parking, service areas, and similar elements on the public realm.



POLICY DIRECTIONS

- Permitted Uses within the Lower Density Residential designation include:
 - Single-detached and semi-detached dwellings;
 - Townhouse and stacked townhouse dwellings;
 - Small-plex-type multi-unit residential uses; and
 - Secondary suites.
- The implementing Land Use Designation/Regulation and/or Zoning By-law, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
- The maximum height of any building within the Lower Density Residential designation shall be 3.5 storeys, or 12 metres, whichever is less.
- Density within the Lower Density Residential designation should generally achieve between 10 and 18 units per gross developable acre.
- Secondary suites shall be permitted in association with a principal dwelling on single-unit detached or duplex lots to provide smaller scale or affordable housing options. The size, design, and location of which shall be established in the implementing Land Use Designation/Regulation and/or Zoning By-law.
- Where new residential development abuts existing residential development, the height and massing of the new development shall be designed to ensure compatibility with the existing development.
- The provision of affordable housing is encouraged within the Lower Density Residential designation, either as stand-alone development projects or as affordable units integrated within market housing projects. To support the development of affordable housing, prospective developers should form partnerships with, and access funding from, all levels of government.

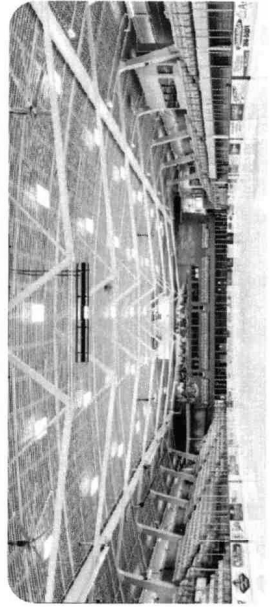
5.5 Sports + Recreation



The intent of the Sports + Recreation designation is to promote the development of community and regional scale cultural and recreation facilities. Spaces for recreation and passive leisure activities contribute to overall community health and well-being, offering residents, visitors, and neighbours opportunities to pursue active, healthy lifestyles.

OBJECTIVES

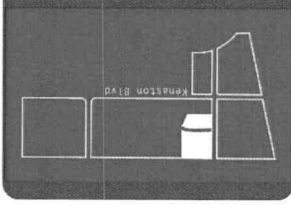
1. **Community Recreation:** To create a destination for active recreation and large community gatherings;
2. **Healthy Lifestyle:** To support community health and well-being;
3. **Cultural Emphasis:** To develop best-in-class, multi-use recreation and cultural facilities for community and regional use; and
4. **Landmarks:** To promote the development of an iconic large-scale powwow arbour to host local, regional, and national-scale gatherings.



POLICY DIRECTIONS

1. Permitted Uses within the Sports + Recreation designation include:
 - Indoor and outdoor recreation facilities;
 - Cultural and entertainment uses; and
 - Ancillary retail and service commercial uses.
2. The implementing Land Use Designation/Regulation and/or Zoning By-law, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
3. Outdoor recreation facilities should be designed for safe and comfortable year-round use by participants and spectators.
4. Facilities should be designed to promote efficient on-site circulation to provide convenient pedestrian, cycling, and vehicular access to parking areas, loading spaces, building entrances, adjacent streets, and future transit routes.
5. Parking lots shall not be located within any front yard unless site conditions and compatibility with adjacent development necessitates such a location.

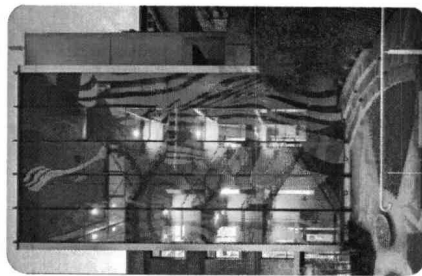
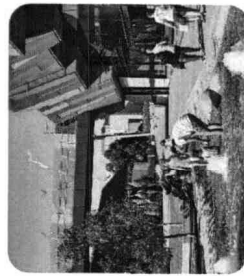
5.6 Cultural Campus + Education



The intent of the Cultural Campus + Education designation is to promote an integrated mix of institutional uses, including educational, cultural, and governance facilities that serve as a prominent centre for the Treaty One Nation government and First Nations identity.

OBJECTIVES

1. **T1N Governance Centre:** To establish a governance and administrative centre for the Treaty One Nation government;
2. **A Meeting Place:** To create a meeting place, rooted in and inspired by First Nations identity, that welcomes and connects all peoples;
3. **Indigenous Campus:** To promote the development of a vibrant mixed-use campus that inspires and cultivates innovation, knowledge transfer, learning, and community building;
4. **Facility Excellence:** To develop best-in-class educational and cultural facilities, including museums, galleries, performance spaces, and libraries; and
5. **Reconciliation:** To create and implement opportunities for education and reconciliation.



POLICY DIRECTIONS

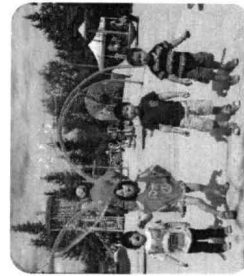
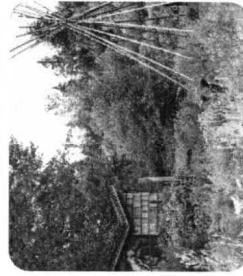
1. Permitted Uses within the Cultural Campus + Education designation include:
 - Institutional and educational uses;
 - Office uses;
 - Cultural, recreational, and entertainment uses;
 - Hotel and conference uses;
 - Multi-unit residential uses; and
 - Ancillary retail and service commercial uses.
2. The implementing Land Use Designation/Regulation and/or Zoning By-law, may further refine the list of permitted land uses to ensure that new development is appropriate in the context of the adjacent and surrounding community.
3. Facilities should be designed to promote safe and efficient on-site circulation to provide convenient pedestrian, cycling, and vehicular access to parking areas, loading spaces, building entrances, adjacent streets, and future transit routes.
4. Parking lots shall not be located within any front yard.

5.7 Community Spaces

The intent of the Community Spaces designation is to promote the development of a high quality, connected network of publicly accessible parks and open spaces. Outdoor community spaces are a critical feature of the vision for the subject lands. Serving not only as a recreational amenity and structural element of the community, these spaces act also as a means to honour Mother Earth, showcase Indigenous art and design, and share

OBJECTIVES

- Open Space Connectivity:** To provide an interconnected system of parks and open spaces for a variety of year-round active and passive recreational opportunities, leisure pursuits, and cultural and ceremonial activities;
- Open Space Quality:** To provide high quality publicly accessible open spaces in support of the institutional, commercial, residential, and cultural uses throughout the site;
- Active Transportation (AT) Connectivity:** To complement and enhance the planned pedestrian and cycling network (see Figure 5.1), connectivity with existing surrounding neighbourhoods, and community amenities;
- Public Art:** To provide opportunities for the integration of public art that represents the history of place, culture, and identity for First Nations peoples, and promote the creative practices of First Nations artists;
- Site Commemoration:** To provide opportunities for elements that commemorate the military heritage of the site;
- Gathering Places:** To provide open public spaces to accommodate large and small community gatherings;
- Native Plant Species + Materials:** To promote the natural beauty of Manitoba through the use of native plant species and materials; and
- Sustainability:** To promote innovation in sustainability and landscape management particularly for our northern climate (all seasons), recognizing current and future realities of climate change.



POLICY DIRECTIONS

- Community Spaces should be designed to be beautiful, functional, and sustainable, in accordance with this Plan's Landscape Guiding Principles (see Section 6.1).
- In addition to lands designated as Community Spaces on Figure 5.1, development sites throughout the subject lands should contribute to the overall open space system by creating smaller publicly accessible urban plazas, mews, and courtyards throughout the development.
- Community Spaces should be designed as flexible spaces to accommodate a variety of active and passive recreation activities, programming, and events that can cater to changing community needs over time.
- Community Spaces should be designed for use during all seasons, with shelter from winds, places to enjoy sun exposure or shade, and lighting for safe evening use.
- Community Spaces, and the public realm in general, should be designed for universal accessibility.
- Community Spaces should implement Low Impact Development strategies, emphasizing conservation and use of on-site natural features to filter, store, and detain runoff water.
- Community Spaces should incorporate pathways which will work in a cohesive manner as part of the pedestrian and cycling network.
- Public art, created primarily by First Nations artists, should be an integrated and defining element of all Community Spaces – and the public realm in general – to create a sense of place and strengthen cultural identity.
- Elements commemorating the site's military heritage should be integrated into the design of Community Spaces.

5.8 Overview of Development Potential

The following section provides a summary of the development potential and breakdown of the planned development by land use type.

Figure 5.2 on the facing page shows land use areas (in acres) on a block by block basis, while Figure 5.3 provides a conceptual illustration of the potential build-out of the subject lands.

Based on proposed height and density provisions outlined in this Plan's Land Use Framework (Section 5.0) and the conceptual build-out scenario (Figure 5.3), at full completion, the redevelopment of the former Kapyong Barracks could accommodate between 2,300 to 3,000 residential units and between 915,000 and 1.2 million square feet of commercial space (mix of office, retail, institutional, and service commercial uses).

Table 5.1 Land Use Designations (acres)

	acres	%	acres	%	acres	%
Mixed-Use Village	6.45	57%	4.87	43%	11.32	100%
Commercial Mixed-Use	45.45	99%	0.29	1%	45.74	100%
Medium Density Residential	10.02	34%	19.87	66%	29.89	100%
Lower Density Residential	4.68	30%	10.91	70%	15.59	100%
Sports + Recreation	4.90	100%	-	-	4.90	100%
Cultural Campus + Education	11.41	100%	-	-	11.41	100%
Community Spaces	6.13	52%	5.72	48%	11.85	100%
Right-of-Ways	11.06	57%	8.47	43%	19.53	100%
Stormwater Management Facilities	3.88	78%	1.08	22%	4.96	100%
Potential Route 90 Expansion	4.39	100%	-	-	4.39	100%
TOTAL	108.26	68%	51.45	32%	159.71	100%

The land area to accommodate the potential route 90 expansion is conceptual only and reflects a modified widening scenario. The actual quantum of land required to accommodate the Route 90 widening will be subject to detailed design and negotiation between TIN and the City of Winnipeg.

Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

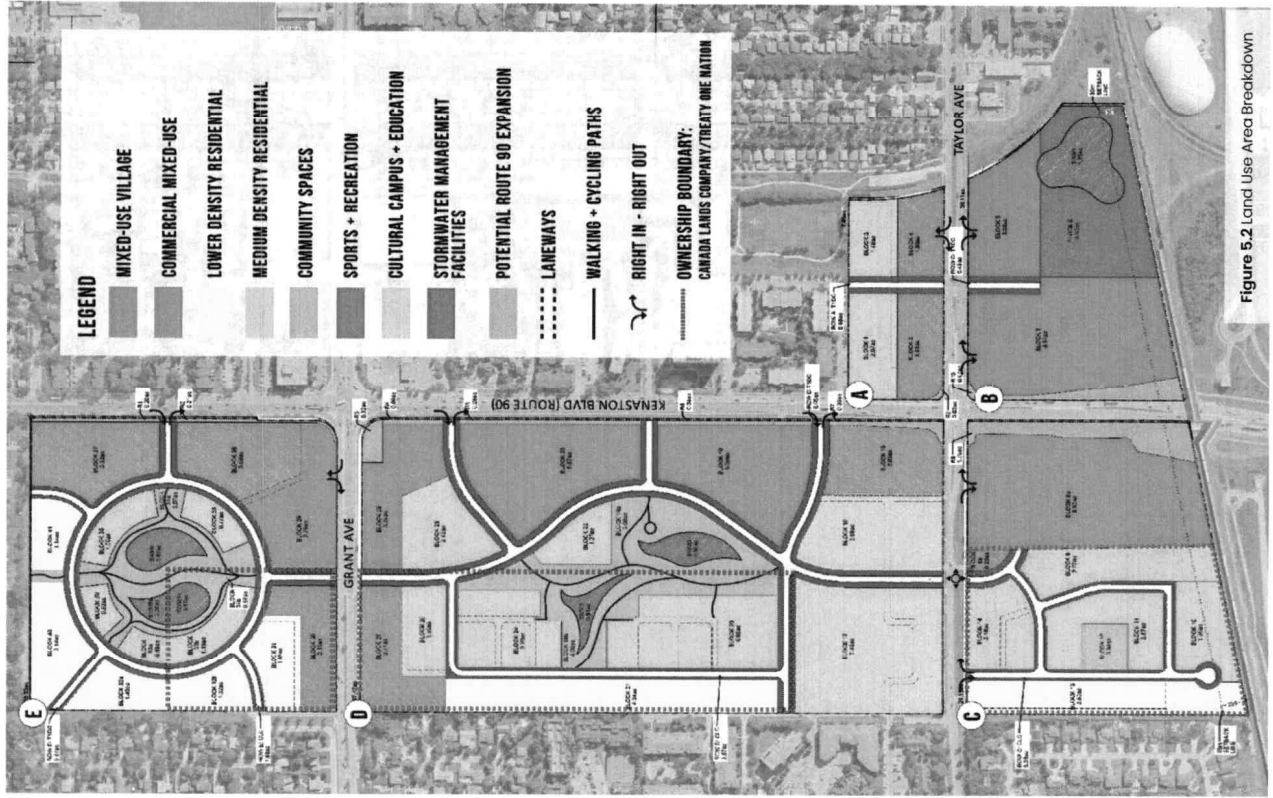


Figure 5.2 Land Use Area Breakdown

Table 5.1.1 Block A (acres)

Commercial Mixed-Use	3.41	-	3.41
Medium Density Residential	3.55	-	3.55
Right-of-Ways	0.65	-	0.65
Potential Route 90 Expansion	0.03	-	0.03
TOTAL	7.66	-	7.66

Table 5.1.2 Block B (acres)

Commercial Mixed-Use	11.89	-	11.89
Sports + Recreation	4.90	-	4.90
Right-of-Ways	0.49	-	0.49
Stormwater Management Facilities	1.86	-	1.86
Potential Route 90 Expansion	0.97	-	0.97
TOTAL	20.04	-	20.04

Table 5.1.3 Block C (acres)

Commercial Mixed-Use	9.9	0.29	10.19
Medium Density Residential	-	9.51	9.51
Lower Density Residential	-	3.60	3.60
Community Spaces	-	0.84	0.84
Right-of-Ways	-	3.25	3.25
Potential Route 90 Expansion	1.75	-	1.75
TOTAL	11.66	17.50	29.16

Table 5.1.4 Block D (acres)

Mixed-Use Village	3.06	2.71	5.77
Commercial Mixed-Use	13.85	-	13.85
Medium Density Residential	3.69	9.18	12.87
Lower Density Residential	-	4.34	4.34
Cultural Campus + Education	11.41	-	11.41
Community Spaces	3.06	4.00	7.06
Right-of-Ways	6.05	3.57	9.62
Stormwater Management Facilities	0.85	0.51	1.36
Potential Route 90 Expansion	1.23	-	1.23
TOTAL	42.95	24.56	67.51

Table 5.1.5 Block E (acres)

Mixed-Use Village	3.39	2.16	5.55
Commercial Mixed-Use	6.40	-	6.40
Medium Density Residential	2.78	1.18	3.96
Lower Density Residential	4.68	2.97	7.65
Community Spaces	3.07	0.88	3.95
Right-of-Ways	3.87	1.65	5.52
Stormwater Management Facilities	1.17	0.57	1.74
Potential Route 90 Expansion	0.41	-	0.41
TOTAL	25.85	9.39	35.34

6.0 COMMUNITY DESIGN

A well-connected and well-designed community serves to bring people together, creating space for interactions between people from all walks of life and opportunities for people to create more intimate public realm through use and care. The public realm will form peoples' first impressions of the area, welcoming and encouraging residents and visitors alike to participate in the community. The creation of a memorable, sought-after place is reliant on a strong foundation built on proven design practices.

The Strategic Directions laid out in this section are intended to provide guidance to shape future detailed community design and development pursuits, and potentially inform subsequent guidelines, standards, and regulations.

6.1 Landscape Design Guiding Principles

"We will use what Mother Earth provides in a gentle manner. We will create living and working spaces which are appropriate with being in harmony with natural systems. We will harvest and store water for use during cold and dry times. We will harvest the energy of the sun and the winds to provide heat and power."

— David Daniels, Knowledge Keeper, Long Plain First Nation and Andreas Bickford, University of Melbourne

A key aspect of this Plan is to create welcoming public and open spaces that encourage sustainable environmental practices, community building, healthy and active lifestyles, and a safe environment. Landscape design can have a significant impact on users' experience of a place and is an opportunity to create a strong and unique neighbourhood identity for the site that incorporates elements of the surrounding neighbourhoods, while showcasing First Nations identity and cultures. The following section outlines a series of Guiding Principles with supporting Strategic Directions to inform the design and development of outdoor spaces throughout the site.



Figure 5.3 Conceptual Built-Out Scenario

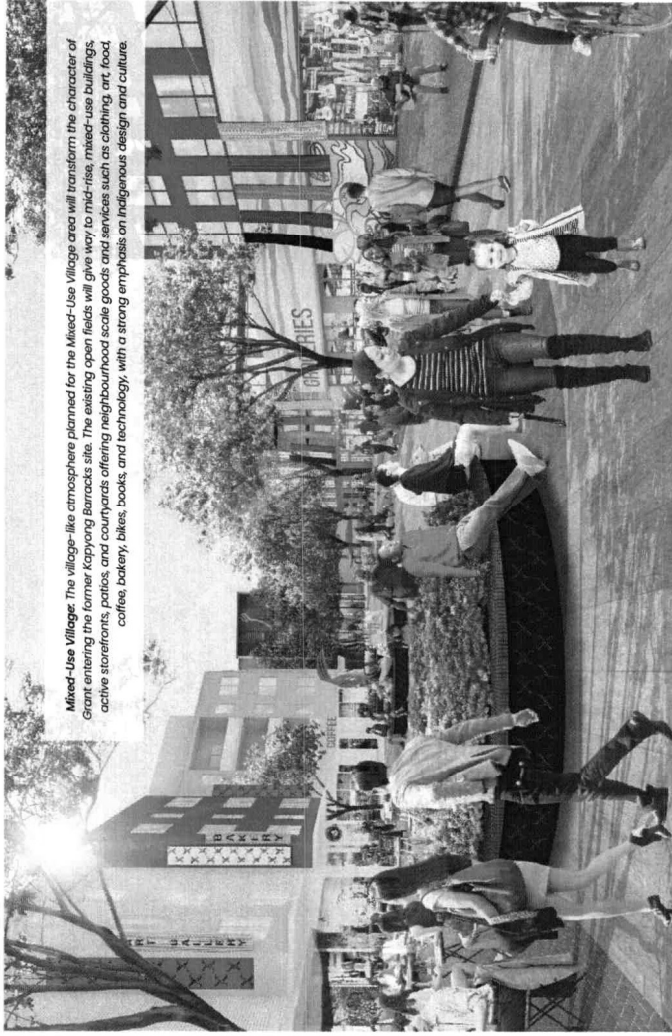
ICONIC

The history of this site is rich and varied and through its many occupants, uses, struggles, and victories this site has earned a place in the memory of Winnipeg and Treaty 1 territory. Moving now in a new direction, the former Kapyong Barracks should continue to hold a place in the minds of Manitobans and become an iconic feature of this province. Through landscape design and defining elements such as native plant species and local materials, this redevelopment can contribute to the creation of a distinct identity and sense of place.

Strategic Directions

- Encourage the use of native plants, local materials, and natural elements, in all open space design.
- Integrate public art throughout the site, promoting and emphasizing work by both established and resurgent First Nations artists.
- Incorporate reference to the site's military history through signage, public art, and naming choices.
- Encourage references to this region's original landscape, plants, and animals in planting and landscape design throughout the site.

Mixed-Use Village: The village-like atmosphere planned for the Mixed-Use Village area will transform the character of Grant entering the former Kapyong Barracks site. The existing open fields will give way to mid-rise, mixed-use buildings, active storefronts, patios, and courtyards offering neighbourhood scale goods and services such as clothing, art, food, coffee, bakery, bikes, books, and technology, with a strong emphasis on Indigenous design and culture.



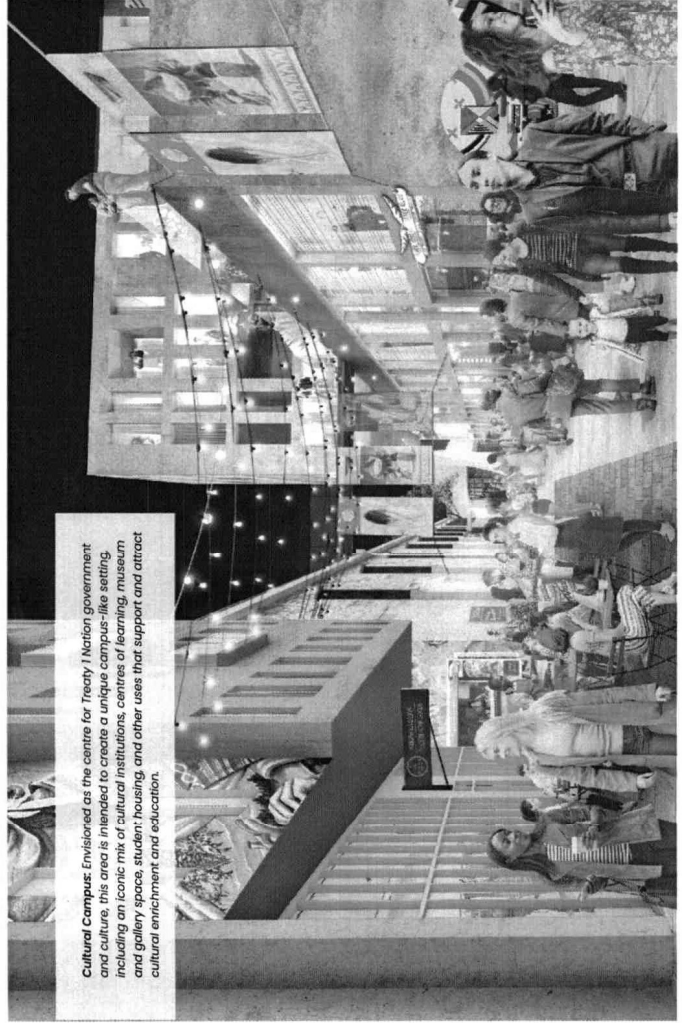
EVOCATIVE

Whether we inhabit a space for a length of time or simply move through it as a small portion of our day, our experiences are led by our senses. The colours, textures, sounds, and smells that we encounter throughout the day shape our experience of a space and can be used to evoke a sense of familiarity and belonging and create powerful memories. The former Kapyong Barracks site will come to be a place of work, play, and home to many people in the future, and the creation of multi-sensory experiences is one way in which to create a welcoming and memorable experience for residents and visitors alike.

Strategic Directions

- Encourage the responsible design of outdoor fire pits for both ceremonial and recreational uses.
- Integrate natural play elements throughout outdoor spaces.
- Encourage the consideration and use of sound, smell, and touch in all landscape and planting design.
- Encourage memorable views and sightlines throughout.

Cultural Campus: Envisioned as the centre for Treaty 1 Nation government and culture, this area is intended to create a unique campus-like setting, including an iconic mix of cultural institutions, centres of learning, museum and gallery space, student housing, and other uses that support and attract cultural enrichment and education.



INDIGENOUS

Moving beyond the inclusion/use of native plants for traditional foods and medicines, the landscape of this site must be informed by the long-held knowledge and cultural practices that remain vital to First Nations cultures today. This may be seen through seasonal considerations, historical and contemporary artistic expression, and reliance on input from Knowledge Keepers to guide design decisions.

Strategic Directions

- Incorporate input from Knowledge Keepers into all open space designs.
- Support ceremony guided by Knowledge Keepers during installation and upkeep of outdoor spaces.
- Consider cardinal directions and their cultural significance in all outdoor space design.
- Promote the planting, maintaining, harvesting, and use of plants commonly found in traditional tobacco mixes, such as dogwood, kinikinnik, willow, and mint.

NOURISHING

The land nourishes us in many ways, from food production and carbon sequestration, to the many mental and physical health benefits gained when experiencing nature. A focus on nourishing landscapes is one that must be, at its core, reciprocal. As the land nourishes us through food and medicine, we must also nourish the land through environmentally sustainable design, planting, and maintenance practices. The creation of a nourishing landscape holds many opportunities for knowledge transfer, economic development, and a fulfillment of our responsibility, as people, to care for the land.

Strategic Directions

- Integrate community gardens as part of the system of outdoor spaces and create opportunities for the production and preparation of local and traditional foods and medicines.
- Encourage an 'interim' planting program for the site that can be used both as a social enterprise and a source of trees and plants for future phases of development.
- Explore the viability of aquaponics, public orchards, and wild rice production in Stormwater Management Facilities.

EDUCATION

It cannot be overlooked that the redevelopment of this site offers a unique opportunity to pursue truth and reconciliation in Treaty 1 territory. A key part of this effort can be found in the promotion and facilitation of education and understanding. Design and development of all open and Community Spaces throughout the site should aim to incorporate elements of education through a wide variety of learning/teaching approaches.

Strategic Directions

- Incorporate signage for education/learning where traditional foods and medicines are planted, maintained, and harvested.
- Create opportunities for education and reconciliation.
- Encourage opportunities for hands on learning/ knowledge sharing - community gardens, medicine/ food gardening and harvesting, building of structures (rain/wind shelters) from natural materials.
- Promote the use of space for oral and auditory methods of teaching and learning.
- Design rest and waiting areas for observation of weather patterns, water quality, animal behaviour, and plant growth.

EXCELLENCE

The redevelopment of a site of this size, developed in part as a Joint Reserve, within an established urban setting is consequential. With such a significant opportunity, it is essential to strive for the highest standards of excellence in all aspects of the design. Through the integration of biodiversity, durable materials, landscape design, and maintenance standards, the former Kapyong Barracks site can be a place of high quality and innovation for sustainable design that is made to flourish in Manitoba's climate.

Strategic Directions

- Promote the use of native plants and other planting and design strategies to reduce maintenance needs and costs.
- Promote the use of durable, long-lasting materials proven to excel in all seasons.
- Ensure all development proposals include a planting plan with respect to natural site features, site orientation, sun/shade exposure, and maintenance requirements.
- Promote the integration of stormwater retention and reuse for planted elements throughout the site to reduce the use of potable water in site operations.
- Work with partners to create a site-wide composting program to benefit residents, businesses, and local community gardens.
- Encourage the use of innovative materials and methods to create comfortable, safe spaces in all seasons.
- Seek expertise in climate change in selecting plants for future generations.

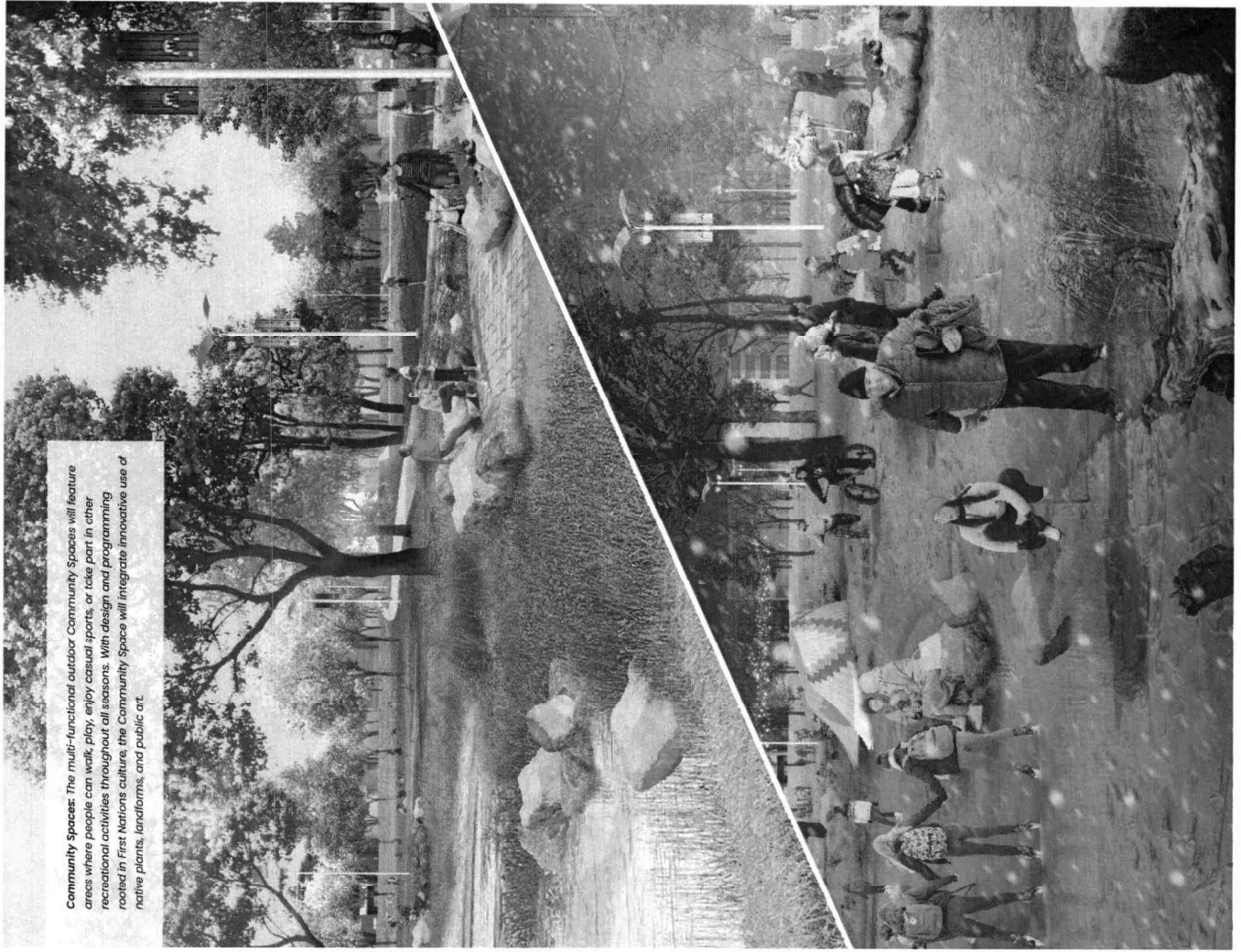
VERSATILE

As people of the Prairies, we are intimately familiar with the change and flow of seasons. A key aspect of high quality open spaces is understanding the dynamic elements that will be at play throughout the year and adapting to each as they come. The former Kapyong Barracks site must take into account the changing seasons to becoming a multi-functional space for all weather conditions.

Strategic Directions

- Encourage the use of plants with structure and colour that add to winter interest.
- Promote the reuse of cleared snow for recreational opportunities, such as snow-carving, fort and maze building, and temporary, seasonal seating.
- Consider winter uses for Stormwater Management facilities such as skating rinks or material harvesting for temporary ice-sculptures.
- Promote the use of landforms, landscape structures, plants, local materials, and public art to create shelter from northerly winter winds.
- Design parks and public spaces to be multi-purpose for a variety of year-round (and winter-specific) outdoor activities including ceremonies, athletics, active and passive recreation, leisure opportunities, and special events.
- Incorporate flexible elements, such as wind and sun screens / shade canopies, fire pits, and public art that can be adapted to optimize user experience at different times of the year as seasonal needs change.
- Promote the use of plants to mitigate negative wind and sun exposure.
- Consider the use of plants to create refuge spaces throughout the site.

Community Spaces: The multi-functional outdoor Community Spaces will feature areas where people can walk, play, enjoy casual sports, or take part in other recreational activities throughout all seasons. With design and programming rooted in First Nations culture, the Community Space will integrate innovative use of native plants, landforms, and public art.



6.2 Landscape Design Concepts

Informed by the Landscape Design Guiding Principles (Section 6.1), the following conceptual designs illustrate the potential development of this Plan's primary Community Spaces.

Block E – Landscape Design Concept

The Community Space in Block E is predominantly shaped by a set of central mirrored ponds. Though separated by a land bridge and AT path, the ponds are designed to act as one. As heavy rains or spring melt enter the space, the ponds swell to accommodate the additional stormwater, briefly flooding the naturalized banks, before reverting back to their original shape within hours or days.

In the winter months as the stormwater in the ponds freezes, the space becomes a skating rink, with the frozen ponds and adjacent land forms also becoming toboggan slides in both the north and south directions.

Throughout the former Kapyong Barracks, the use of native plant species is intended to root this place into the unique soil of Manitoba. In this Block, this can be seen in the four cardinal entrances to the Community Space. The northern entrance features rocky outcroppings and northern vegetation, creating a landscape reminiscent of the Taiga Shield ecozone in northern Manitoba. The eastern entrance shifts to plants and landforms of the Boreal Forest, commonly found along the eastern edge of Manitoba. Moving to the south, there are native prairie grasses and aspen parkland characterizing the entrance, with an adventure play area to one side with seating and views to the naturalized ponds. The western entrance completes this circle with groves of poplar and aspen trees creating a pocket of the Boreal Plains found in western Manitoba.

The primary north-south neighbourhood trail runs between the two ponds and connects to the circular perimeter trail, and east and west entrances, allowing users full access to the Community Space from a variety of avenues.

Surrounding this Community Space are single and multi-unit residences interspersed with additional pockets of open space which incorporate areas for community gardens. While the residences themselves are set back from the park space for privacy, they provide ambient light and views into the Community Space, creating visual and auditory connections between residents and users, contributing to sense of neighbourhood safety, familiarity, and comfort.

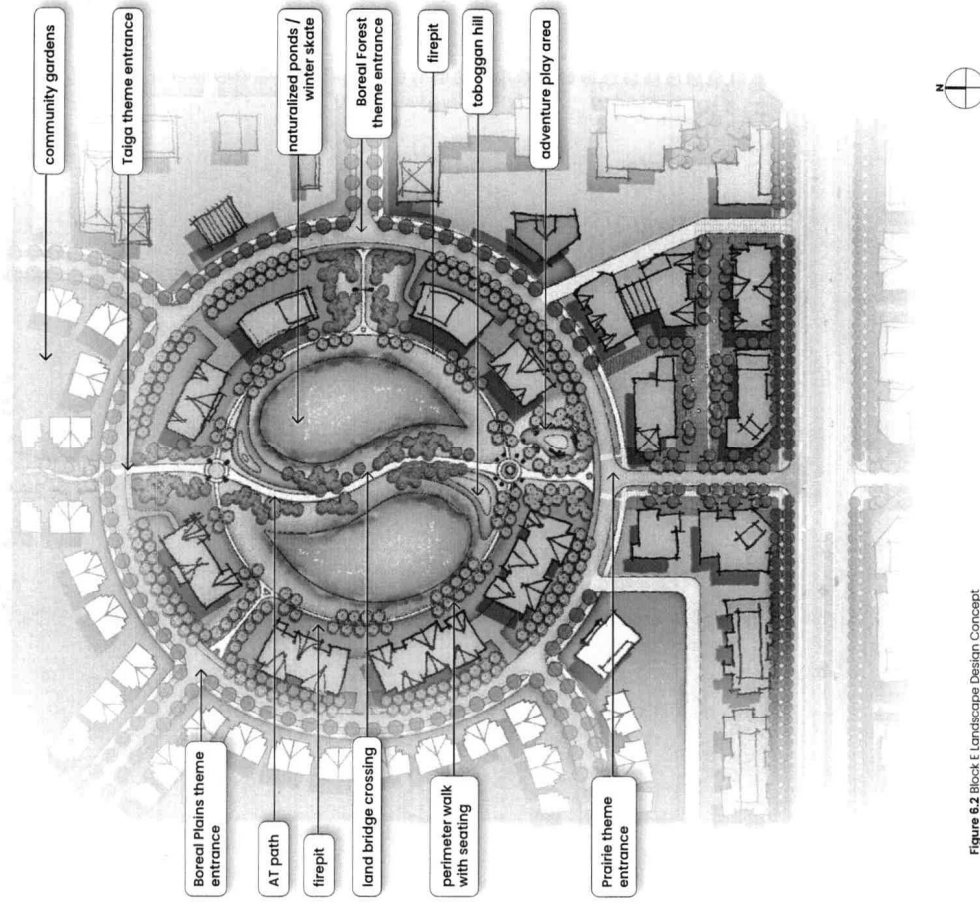


Figure 6.2 Block E Landscape Design Concept

Block D - Landscape Design Concept

Sitting at the centre of the site, the Community Space in Block D will use native plant species, land forms, and public art to strongly embed First Nations culture, identity, and design into the future heart of the community.

Bordered by residences, commercial uses, and TIN's Cultural Campus, this Community Space has the potential to be a meeting place for people coming to the community. The space is designed to offer a wide range of active and passive recreation opportunities, from open field play, to walking, lounging, picnicking, and people-watching. The open design can also give way to festivals and events that may be programmed to bring people to the space throughout the year.

As people move through the Community Space, the naturalized ponds, cultural and medicinal plants, fruit trees, native prairie grasses, and firepits will all contribute to a multi-sensory experience intended to create a sense of familiarity and belonging, as well as strong memories of the space. As the seasons change, the sensory experience offered by the space will also change, connecting people to nature and the cycles of the year in a way not often found in an urban setting.

The naturalized ponds are designed to accommodate stormwater from heavy rainfall or spring melt, growing in size as stormwater inundates the site and reverting back to their original shape over the course of a day or two. These ponds will retain water as the winter months approach and eventually freeze to become skating rinks, with warming shelters and firepits nearby.

Walking and cycling paths cross the space, connecting pedestrians and cyclists with the many amenities found in and around the Community Space. This includes a land bridge crossing the northern lake, offering users a close-up experience with the aquatic flora and fauna found within the ponds. The land bridge leads users to and from the northern entrance, which features an adventure play area and a skateboard park for older children.

Along with the walking and cycling paths, the edges of the Community Space blend into the surrounding areas, offering many avenues by which people can access the space. This includes a main entrance along the eastern edge of the site, infused with public art designed and created by First Nations artists, this entrance will act as a beacon as it welcomes people into the space and offering a clear view to the water. Interpretive signage at this entrance, and throughout the space, will highlight the history of Treaty No. 1, the military legacy of the Kapyong Barracks, and how First Nations cultures have shaped the design of the public open space and the entire community.

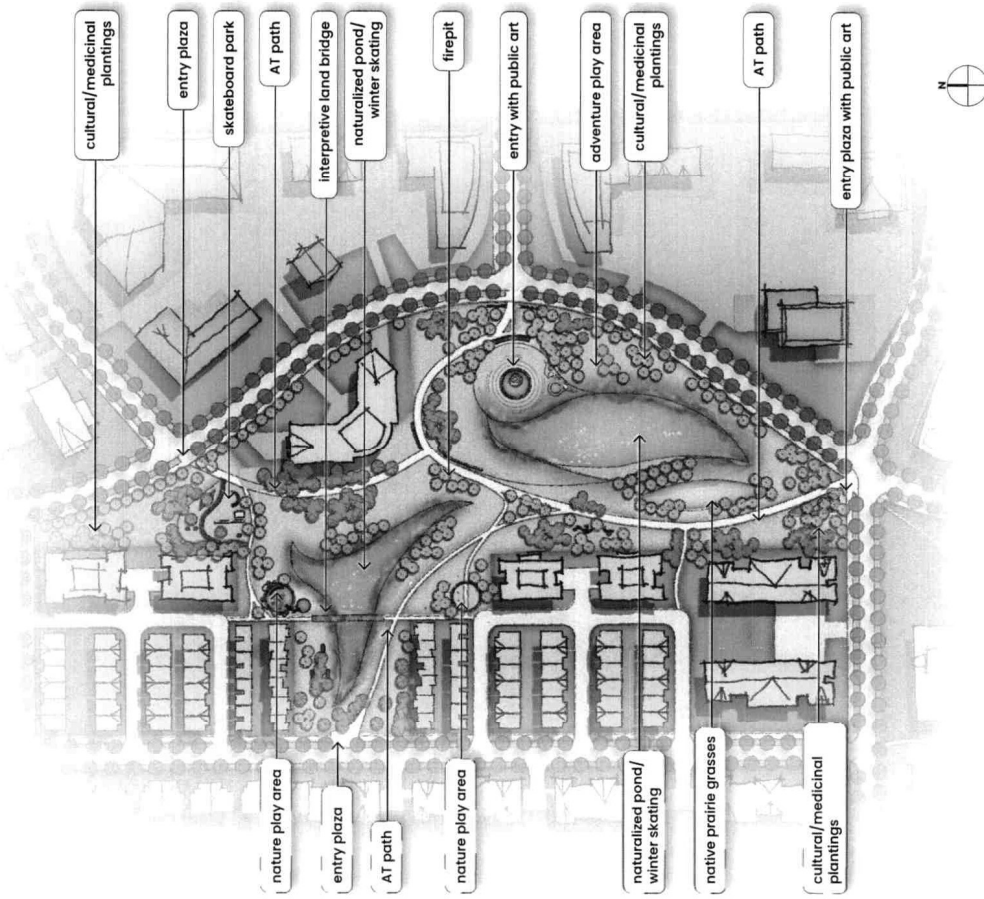


Figure 6.3 Block D Landscape Design Concept

Block C – Landscape Design Concept

The Community Space in Block C is designed as an open playfield, surrounded by shade trees that act as sun and wind protection, as well as habitat for birds and other small wildlife. Nestled among single and multi-unit residences, this space is intended to be a neighbourhood scale amenity, primarily serving residents within the immediate area. The open playfield encourages un-programmed activities like bocce ball and frisbee, but can also be adapted for organized sports such as t-ball and mini soccer.

Along the western edge, a meeting plaza marks the entrance to the Community Space. The meeting plaza/entrance includes benches, waste receptacles, and an adventure play area for smaller children. More benches are placed under the shade trees around the perimeter of the playfield to encourage spectating and animation. Ambient light and views into the park from the surrounding residences contribute to a sense of safety and comfort.

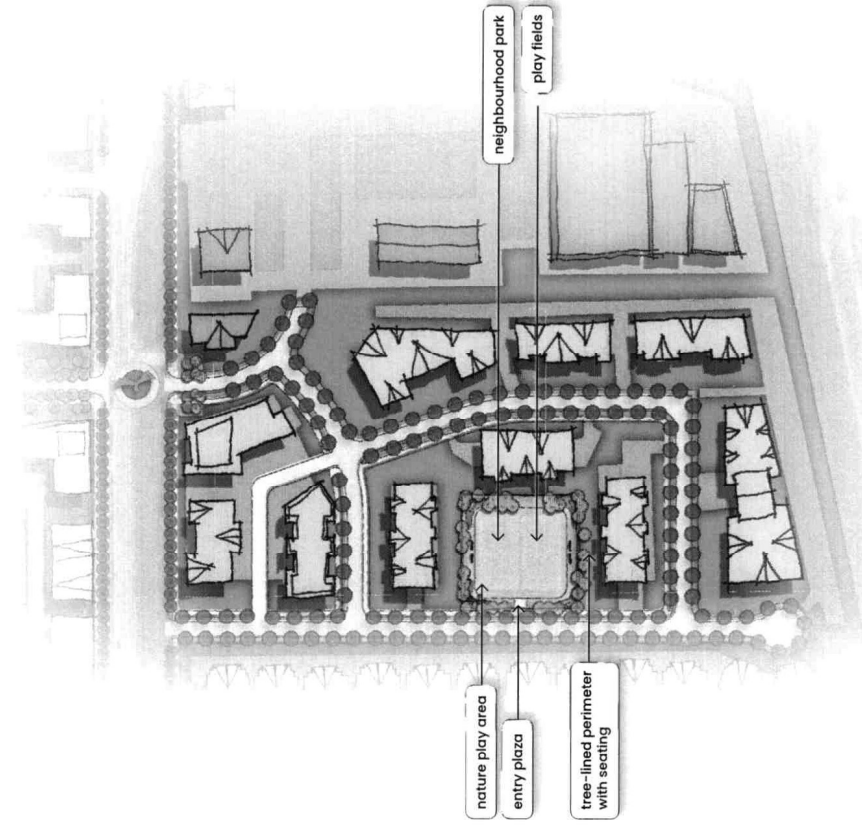


Figure 6.3 Block C Landscape Design Concept

6.3 Public Art

Public art is an integral element of the planned redevelopment. Beyond contributing to the vibrancy and visual interest of the site, public art reflects culture and heritage, and can serve to define a place, even becoming a landmark or attraction in and of itself. Along those same lines, public art can be a source of civic pride, a means to elicit social exchange, and a medium for conveying community identity and expressing its social and cultural values.

The possibilities for public art are effectively limitless. Public art can be permanent or temporary, static or kinetic, discrete or integrated. It can range from large sculptural works, to audio or video installations, to light displays, to murals, to functional elements integrated into public and community spaces.

The overall vision for public art is intended to:

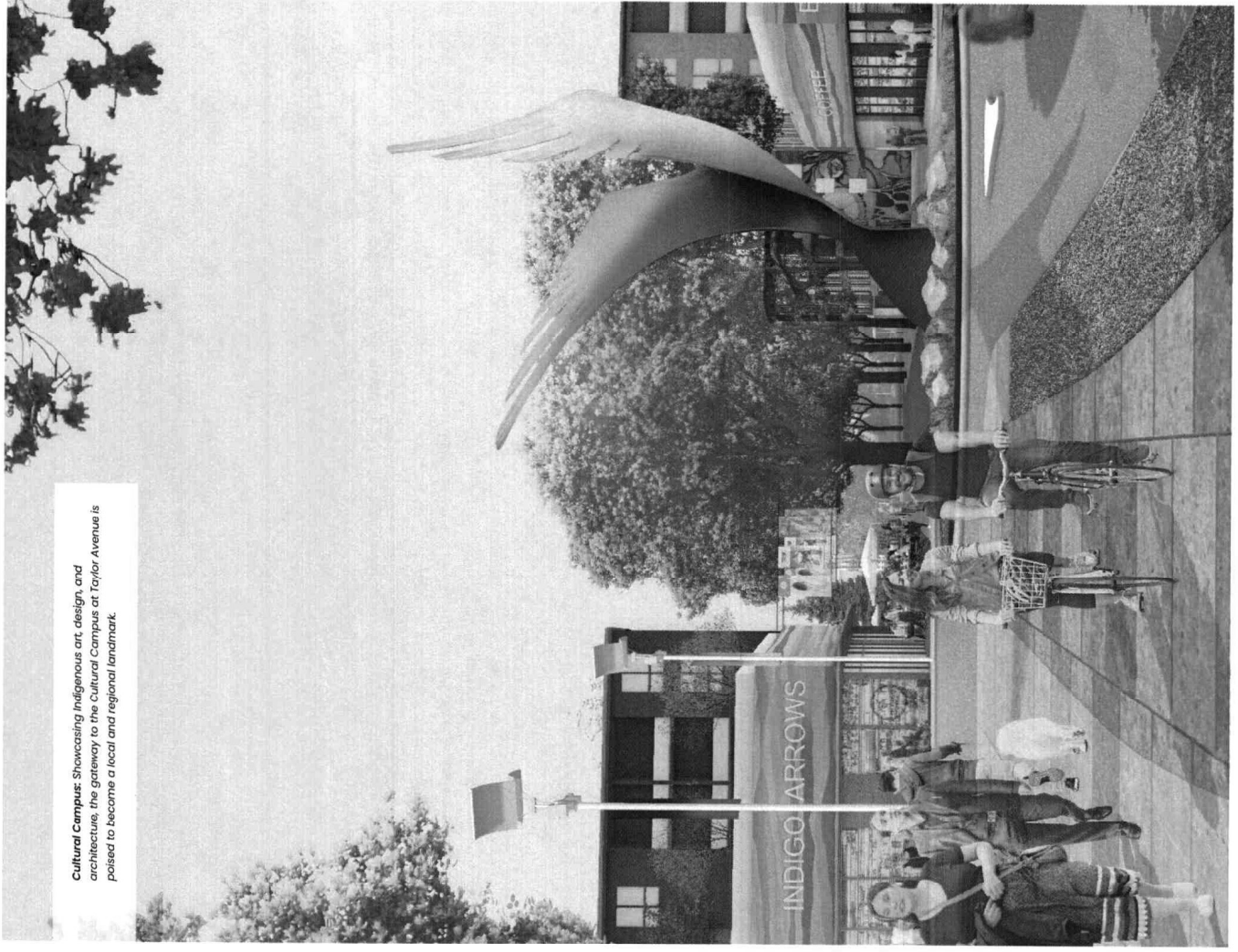
- Transmit the cultural identity of TIN;
- Tell the story of Treaty No. 1 and its constituent Nations; and
- Draw connections to the former Kapyong Barracks, the site's history, and the collective vision for its future.

The following Strategic Directions are intended as a framework for the integration of public art into the overall redevelopment.

Strategic Directions

- Promote and emphasize work by both established and resurgent First Nations artists.
- Promote synergies with local, provincial, and national arts organizations and institutions.
- Establish a Public Art Advisory body to develop and administer public art policies and procedures, coordinate adjudication and acquisition processes, and oversee collections management.
- Ensure transparency and accountability in the commissioning of works and selection of artists.
- Establish consistent criteria for evaluating offers of gifts/donations of public art works, ensuring they are of high quality and fit with the overall community vision and context.
- Consider dedicating one (1) percent of the total capital budget for public realm and community infrastructure projects to commissioned public art works.
- Work with private development partners to commission privately-funded works as part of major development projects.
- Identify and prioritize locations and opportunities for public art.
- Develop detailed policies and procedures around management, conservation, and maintenance.

Cultural Campus: Showcasing Indigenous art, design, and architecture, the gateway to the Cultural Campus at Taylor Avenue is poised to become a local and regional landmark.



6.4 Universal Accessibility

Creating a welcoming and inclusive community space for all people is one of the foundational aspirations of this Plan. To create such a place, it is essential that universal accessibility be a key element of design and development throughout the site. The following Strategic Directions are intended to guide design and development decisions regarding universal accessibility.

Strategic Directions

- Align public realm improvements and building designs with City of Winnipeg policy on accessibility standards, the Accessibility for Manitobans Act, and the Accessible Canada Act, at a minimum. Opportunities to exceed these standards should be considered.
- Where possible, incorporate design features into streets to draw attention to pedestrian crossings, including curb bump-outs to reduce crossing distance, differentiated crosswalk surface treatments, visual cues, and adequate signage.
- Ensure sidewalks and multi-use paths can comfortably accommodate wheelchairs and other mobility assistance devices, and provide an uninterrupted path of travel with no obstructions (i.e. bollards, light standards, sign posts, etc).
- Ensure all public transit services and related facilities are universally accessible.
- Provide accessible parking and drop-off spaces adjacent to public spaces and primary entrances of buildings.
- The use of elements within the public realm that are deliberately uncomfortable and discourage social interaction or relaxation should be prohibited.
- Promote the use of wayfinding elements that are accessible to a wide range of users.
- Ensure snow clearing policies support access and mobility for all users regardless of age, size, ability, or disability.

6.5 Streets + Community Spaces Naming Plan

The function of street naming and naming of public spaces is to enable people and service providers (i.e., emergency services, postal services, etc.) to orient themselves and locate properties with relative ease. Beyond functionality, it is also forms part of a community's identity and an opportunity to honour and commemorate significant people, places, events, and Indigenous values.

The following section is intended as a framework to provide thematic parameters and guidance for the eventual naming of streets and Community Spaces within the redevelopment.

1. **Treaty One Nation Historical and Present Day** – The seven nations of Treaty No. 1 were inhabitants and stewards of this land long before signing the treaty on August 3, 1871 and they continue to live in relationship with the land today.
2. **Treaty No. 1** – The signing of Treaty No. 1 in 1871 at Lower Fort Garry was a significant historical moment that continues to affect the lives of many people in Winnipeg today.
3. **Indigenous Culture** – The Treaty One Nation contains rich and varied cultural stories and values that are often overlooked in the naming of urban elements.
4. **First Nations Military History** – Too often overshadowed or forgotten, many First Nations Peoples have contributed greatly to Canadian military efforts over the decades.
5. **Kapyong Barracks History** – Since becoming home to The Lord Strathcona's Horse, the 2nd Battalion, Princess Patricia's Canadian Light Infantry (2 PCL) and C Battery of the Royal Canadian Horse Artillery during World War II, Kapyong Barracks has played an important role in Canada's military history.

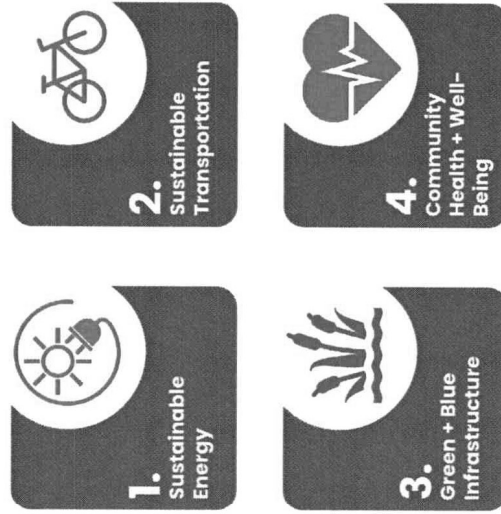
Strategic Directions

- All street names should generally conform with City of Winnipeg street naming guidelines.
- TIN and CIC will develop a Naming Council to oversee and approve any and all street and Community Space names.
- Street names shall not impair the ability of first responders to respond to emergencies or impair the City's ability to deliver services. (i.e., names must be pronounceable in English or have a pronunciation guide alongside them).

7.0 SUSTAINABILITY FRAMEWORK

As described in the Project Aspirations, sustainability is a core component of this Master Plan. The redevelopment of the former Kapyong Barracks has the potential to serve as an inspiration for the future of sustainable urban development. The ultimate aim is to build a resilient and sustainable community.

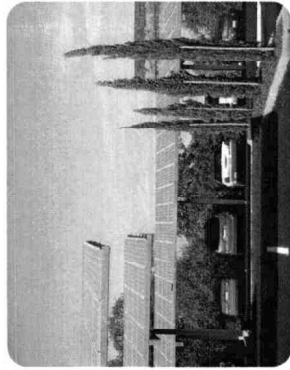
While the application of accredited third-party sustainability certification programs, such as LEED, Green Globes, or One Planet Living are encouraged, as a starting point, this Master Plan establishes an overall Sustainability Framework premised on four core components:



- Street names, including ceremonial names, shall not:
 - Result in, or be perceived to confer, any competitive advantage, benefit or preferential treatment or advertisement to the named party, or a product, service, or a particular business;
 - Be or be perceived to be discriminatory or derogatory of race, colour, ethnic origin, gender identity or expression, sex, sexual orientation, creed, political affiliation, disability, or other social factors;
 - Result in inappropriate abbreviations or acronyms; and/or
 - Duplicate or be similar sounding to an existing street name within the City of Winnipeg.
- Naming or renaming a street, or assigning a ceremonial name to a street, on behalf of an individual, event, or an organization requires the written consent of the named party or the named party's representative.
- All street names must be approved by the Naming Council in accordance with this Plan.
- Where appropriate, the Naming Council may consult with Knowledge Keepers/Elders on matters pertaining to renaming or translation requests.
- Street or park name changes will be considered for review if the change meets one of the following criteria:
 - The name poses a threat to health and safety and/or wayfinding;
 - The name honouring a person or place has been misspelled; and
 - The historical legacy of the namesake of a street or park has been found to be unfitting of honour.
- Each signpost will bear no more than two street name signs for a single street, one in English which is required for wayfinding, Canada Post, and emergency services; and one in the requested Treaty Area Language Group.
- Total names for streets cannot exceed 20 characters, including spaces, to accommodate standard signage in use throughout the city.
- There is no character limit to park signage.
- Elements within parks that are distinct and separate such as athletic fields, pavilions, plazas, and arbours may also be named in accordance with these guidelines at the discretion of TIN and CIC.
- TIN and CIC should collaboratively develop a consistent street sign design.

7.1 Sustainable Energy

Energy conservation and carbon reduction are key objectives of this Plan. The aim is to promote green building design and renewable energy systems that minimize, or even eliminate, the use of fossil fuels.



Strategic Directions

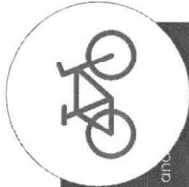
- Work with First Nation-owned businesses and partners, such as the Federation of Canadian Municipalities, Manitoba Hydro, and Efficiency Manitoba, to promote and invest in innovative building approaches and technologies that reduce energy consumption and generate renewable energy on site (zero net energy).
- Examine the viability of developing an adaptable and scalable district utility that provides centralized and efficient heating and cooling for buildings and facilities.
- Promote the development of buildings that maximize energy efficiency through envelope design, building systems, and strategies to harness passive solar gains.
- Promote the use of on-site renewable energy sources, such as geothermal and solar.
- Promote the use of green building materials, emphasizing durability, local sourcing, renewable resource use, and/or recycled or reclaimed content.
- Engage community members about ways to reduce energy consumption and conserve energy.

7.2 Sustainable Transportation

This Plan recognizes that urban mobility is poised for significant change in the coming decades, influenced by a variety of factors such as:

- Heightened awareness around the environmental impacts of our transportation choices;
- Progress in urban transportation planning that is increasingly prioritizing the movement of people and goods, rather than cars and trucks; and
- Technological innovations that are changing the ways people move.

The aim of this Plan is to contribute to the creation of an urban environment where residents, visitors, and workers have multiple transportation options available to them and can reduce their reliance on cars and car ownership.



Strategic Directions

- Ensure that the overall circulation system of streets and lanes creates a permeable and highly inter-connected network that maximizes accessibility and supports transit and the use of active transportation modes.
- Promote compact neighbourhood designs that facilitate pedestrian and cycling movements.
- Create an urban environment that supports walkability by establishing a complete mix of uses.
- Promote and invest in active transportation infrastructure that is seamlessly integrated with Community Spaces and the overall circulation system.
- Invest in car and bike-sharing programs.
- Invest in electric car charging stations for public use.
- Collaborate with the City of Winnipeg on design solutions for the proposed Route 90 expansion that benefits all parties, providing connectivity and integration with surrounding neighbourhoods and land uses, addressing functional traffic movement, facilitating safe crossings, ensuring design excellence, and aligning with plans for future rapid transit infrastructure.
- Collaborate with Winnipeg Transit to plan and develop people-friendly integrated transit hubs, specifically at Grant Avenue and Route 90 that facilitates seamless transferring, direct and safe walking and cycling connections, and serves as an inspiration for future transit-oriented, mixed-use development.

7.3 Green + Blue Infrastructure

Green and blue infrastructure refers to sustainable urban ecology and stormwater management practices. Trees, vegetation, and waterbodies are vital elements in nature and in sustainable community building. Working together, these elements contribute to:

- Creating neighbourhood character;
- Providing habitats for numerous species of pollinators, birds, animals, and insects;
- Enhancing quality of places and life;
- Reducing site maintenance and operations costs; and
- Elevating property values.



Strategic Directions

- Use native species for urban trees and vegetation as a means to share knowledge about the cultural value of local plants, contribute to carbon sequestration, and create critical habitat for pollinators and other fauna.
- Maximize permeable surfaces through low impact design (LID) systems (i.e., rain gardens, soakways, green roofs, infiltration trenches, and permeable surfaces) and strive for a minimum of 20% reduction in asphalt and concrete compared to typical urban development.
- Where feasible, consider raising rain runoff and encouraging the use of flat roofs to lower and discourage the use of potable water in site operations.
- Promote on-roof retention, green roofs, or other innovative building or site design approaches, where feasible, to reduce and improve the quality of stormwater run-off.
- Eliminate the use of fertilizers on both public and private lands to reduce sources of nutrients impacting the Lake Winnipeg watershed.
- Integrate naturalized bio-retention systems, that use native upland, flood tolerant shorelines, and aquatic species, into the overall public realm design (i.e., constructed wetlands, bio-swales, etc.).
- Reduce domestic and commercial water consumption by mandating water efficient appliances and low flow fixtures.
- Encourage residential rainwater collection.
- Engage community members about green and blue infrastructure, the benefits of native plants, and ways to conserve water.

Imagined as the heart of the community in Block D, this central spine is characterized as a parkway, linking the community from one end to another and featuring a large outdoor Community Space with trails and ponds designed as amenities for residents and workers within the subject lands and surrounding neighbourhoods.

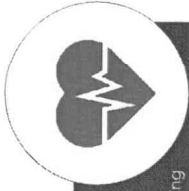


Lower Density Residential: The residential neighbourhood street character is categorized by compact design that creates a safe, people-oriented, and inclusive community, promoting social cohesion and community health and well-being.



7.4 Community Health + Well-Being

Creating a welcoming place for all people is a central aspiration of this Master Plan. The redevelopment of the former Kopyong Barracks is an opportunity to create a healthy and inclusive community where the peoples of the Treaty 1 Nation and residents of Winnipeg can live, work, study, and play alongside each other, cultivating understanding, respect, partnerships, and friendship.



Strategic Directions

- Develop an inclusive mix of housing types that accommodate households of various income levels and stages of life (i.e., student housing, assisted-living facilities, intergenerational housing forms, etc.).
- Develop community and cultural facilities (i.e., educational institutions, indoor and outdoor recreation facilities, museums, and galleries) that not only serve as neighbourhood amenities, but also create a sense of community and social cohesion.
- Activate community spaces through programming, public art, festivals, and cultural events.
- Engage First Nations youth in the planning and development process, empowering them to become the next generation of community and city builders.
- Integrate community gardens as part of the system of outdoor community spaces and create opportunities for the production of local and traditional foods and medicines.
- Develop high-quality public spaces that are safe, connected, and accessible in all seasons.
- Promote healthy and active living through compact neighbourhood design, a connected system of parks and Community Spaces, high-quality recreation facilities, and integrated active transportation infrastructure.
- Ensure the built environment is accessible to all residents, workers, and visitors, regardless of age or ability.
- Promote social enterprise and social purchasing practices as a means to champion First Nations businesses, support skill training, build capacity, and strengthen the urban development expertise within TIN.
- Sustain meaningful and ongoing community engagement as the planning and redevelopment of the former Kopyong Barracks progresses.
- Prioritize active transportation through all aspects of community design – public realm, streets, open spaces, and supporting infrastructure and facilities (i.e., bike parking, public showers, etc.)

8.0 INFRASTRUCTURE FRAMEWORK

8.1 Transportation + Mobility

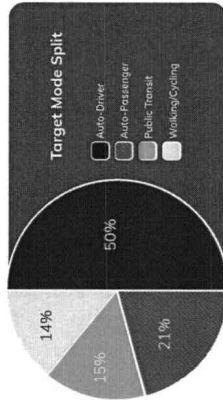
Consistent with OurWinnipeg's overall vision for complete communities, the integration of land use planning and planning for transportation and mobility is a basic element of this Master Plan.

Accordingly, a Transportation Impact Study (TIS) was undertaken as an integral component of the Master Planning process. Aligned with the Project Aspirations, a primary objective of the TIS is to establish parameters around people and goods movement, that promotes safety and sustainability, supports innovation, and provides the flexibility to adapt to future changes in urban mobility.

Supporting a mode shift that places pedestrians at the top of the transportation hierarchy and using the target mode split from the City of Winnipeg's Climate Action Plan as the basis, the TIS includes:

- an assessment of the transportation demands and impacts of the proposed redevelopment on Winnipeg's transportation network, including recommendations pertaining to future enhancements to Route 90;
- a multi-modal assessment of the proposed redevelopment, assessing the future transportation demands and impacts of the planned internal transportation network;
- direction on the design of the internal street and path network, including conceptual cross sections; and
- guidance on Transportation Demand Management (TDM) and parking strategies.

The following is an overview of some of the key findings and recommendations contained within the TIS and the Master Plan's overall approach to the integration of land use and transportation planning.



OBJECTIVES

1. **Integrate Transportation and Land Use:** To ensure that the design of the future transportation network contributes to the transformative redevelopment potential of the subject lands and the seamless connectivity and integration with surrounding neighbourhoods and land uses.
2. **Sustainability:** To maximize the redevelopment potential of the subject lands and promote a modal shift to active modes and public transit consistent with the mutual sustainability aspirations of TTN and CLC.
3. **Safety:** To design and build with safety as a top priority in creating a place that is welcoming and accessible to all users.
4. **People and Goods Movement:** To facilitate the safe and effective movement of people and goods throughout the site and in connecting to surrounding neighbourhoods and transportation networks.
5. **Neighbourhood Connectivity:** To create safe connections and crossings between the former Kapyong Barracks and existing neighbourhoods for all users and modes.
6. **Active Transportation (AT) Connectivity:** To provide a well-connected active transportation network across the site that encourages use of sustainable modes such as walking and cycling and that is integrated into the City of Winnipeg's existing and proposed AT network.
7. **People-Oriented:** To promote high-quality people-oriented environments, particularly in public spaces, such as sidewalks and transit stations.
8. **Place-making:** To ensure alignment with the Community Design section of this Master Plan.
9. **Transit:** To support the integration of transit infrastructure and amenities into the internal transportation network of the site and ensure alignment with the City of Winnipeg's Transit Master Plan.

8.1.1 EXTERNAL TRANSPORTATION NETWORK

The planned redevelopment of the former Kapyong Barracks is directly affected by two major City of Winnipeg transportation initiatives:

1. the proposed expansion of Route 90 (Kenaston Boulevard); and
2. the development of a new Transit Master Plan.

The Transportation Master Plan: 2050 was being developed at the time of writing and will be considered in any future detailed design and implementation plans.

Potential Route 90 Expansion

Through the Master Planning process, careful consideration was given to the impacts of the proposed Route 90 expansion on the redevelopment of the subject lands. As a major Regional Street and Truck Route, Route 90 – both in its current form and proposed future configuration – poses some significant challenges from the perspective of site access, pedestrian and cycling comfort and connectivity, and the creation of a strong urban character along its frontage.

Using the City's Long Term Network designs (Figure 8.1) and associated traffic modelling as a starting point, the following evaluation criteria have informed this Plan's assessment and strategic directions with regards to Route 90 and its interface with the redevelopment, particularly at the intersections at Grant Avenue, Taylor Avenue, and Boulton Bay.

Route 90 Evaluation Criteria

The Master Plan applied the following criteria in its evaluation of the City's proposed design and subsequent analysis of potential design modifications aimed at achieving the aforementioned goals and supporting better accommodation of active modes and transit, as well as neighbourhood connectivity and design.

- 1. People and Goods Movement:** Improve vehicular traffic flow, considering travel time and level of service, and provide safe, efficient, and equitable movement of people, goods, and services at a regional level.
- 2. Neighbourhood Connectivity:** Improve neighbourhood level connectivity for all modes between the subject lands and surrounding established neighbourhoods, as well as between the redevelopment's major development blocks.
- 3. Safe Crossings:** Consider crossing distances, turning movement, design speeds, and intersection size to reduce risk of fatal and major injury collisions and provide safe crossings for pedestrians and cyclists.
- 4. Walking and Cycling Infrastructure:** Provide improvements to walking and cycling infrastructure to support pedestrians and cyclists, such as accessibility of complementary amenities/facilities, integration with land uses, and access to transit.
- 5. People-Oriented:** Promote high-quality people-oriented environments, particularly in public spaces, such as sidewalks and transit stations.
- 6. Place-making:** Provide for place-making improvements such as landscaping, green spaces, and public art, creating seamless connectivity between adjacent neighbourhood residences, businesses, attractions, and amenities.
- 7. Transit:** Support rapid transit and high-frequency transit service by encouraging higher density residential and higher intensity commercial and mixed-uses focused on major transit stops. Explore opportunities for transit stop integration with private development and the siting of complementary amenities with transit operations.
- 8. Property Requirements:** Consider straight-line comparison of land area needs to accommodate right-of-way widening and explore the potential to minimize right-of-way property requirements.

Recommended Modifications to Route 90

Informed by the transportation goals and evaluation criteria and the projected development potential of the subject lands, the transportation analysis developed and examined alternate design scenarios for the Route 90 expansion. Based on the detailed technical analysis undertaken as part of the TIS, the following outlines the recommended modifications to the City's potential Route 90 expansion design:

Route 90 at Grant Avenue (Figure 8.1):

- Removal of the northbound right-turn lane and the transit lay-by lane. The northbound right-turn cut-off was retained, as it provides space for a transit stop and allows northbound right-turning vehicles to proceed behind a stopped transit vehicle. Removal of the transit lay-by lane reduces pedestrian crossing distance and removes the requirement for transit to merge back into through traffic when departing the stop during the green phase of the traffic light on Route 90.
- Removal of the southbound right-turn lane and cut-off to reduce pedestrian crossing distance.

Route 90 at Boulton Bay:

- Introduction of a traffic signal control with a 155-second cycle length, consistent with the remaining intersections on Route 90 (except for the intersection at Sterling Lyon Parkway).
- Introduction of a west leg with a shared eastbound through and left-turn lane and an exclusive eastbound right-turn lane.
- Introduction of northbound left-turn and southbound left-turn lanes, operating under protected phasing.

Route 90 at Taylor Avenue:

- Removal of the southbound right-turn lane and right-turn cut-off to reduce pedestrian crossing distance and property requirements.
- Removal of the transit lay-by lanes to reduce pedestrian crossing distance and remove the requirements for transit to merge back into through traffic when departing the stop during the green phase of the traffic light on Route 90.
- Modification of the eastbound and westbound approaches to have a single through lane, rather than the dual through lanes in the City model. The east and west legs would retain two lanes departing from the intersection.

Grant Avenue access west of Route 90:

- Introduction of a traffic signal control, with the cycle length set to 78 seconds, half the cycle length at the intersection of Route 90 and Grant Avenue. The eastbound and westbound phases are coordinated with the signal at Route 90.
- Introduction of northbound and southbound single-lane approaches from Kopyong, and shared left and right-turns from Grant Avenue.

Taylor Avenue access east of Route 90:

- Monitoring of any delays on the Kapyong approaches at the access on Taylor Avenue east of Route 90. If performance becomes unacceptable, implementation of a traffic signal control, with the cycle length set to 78 seconds—equal to half the cycle length at the intersection of Route 90 and Taylor Avenue. The eastbound and westbound phases are coordinated with the signal at Route 90.
- Introduction of northbound and southbound single-lane approaches from Kapyong, and shared left and right-turns from Taylor Avenue.

Taylor Avenue access west of Route 90:

- Addition of a single-lane roundabout

Figure 8.1 illustrates the proposed modifications. The City's proposed widening design is shown for reference, with proposed modifications highlighted in red.

Winnipeg Transit Master Plan (Draft)

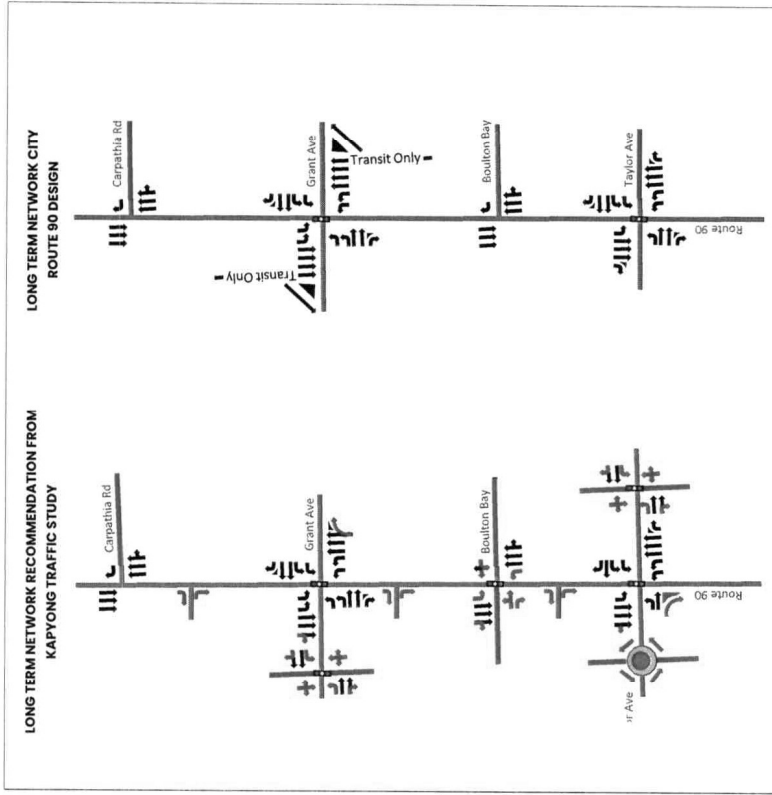
Pending Council approval in the Spring of 2021, implementation of the Winnipeg Transit Master Plan would significantly enhance transit service in the subject lands, and in turn, enhance opportunities for Transit-Oriented Development and contribute to the desired mode shift and sustainability goals.

Key proposed enhancements to transit service and infrastructure affecting the subject lands include:

- Development of a transit hub at the intersection of Route 90 and Grant Avenue;
- Rapid transit service (5 to 10-minute service) on Grant Avenue from Pembina Highway to William Clement Parkway with a designation as a Priority 3 level investment;
- Frequent service (10 to 15-minute service) on Route 90 from Red River College to St. Norbert; and
- Feeder connector service (15 to 30-minute service) on Taylor Avenue.

Figure 8.2 illustrates the draft Transit Master Plan's network concept in relation to the subject lands.

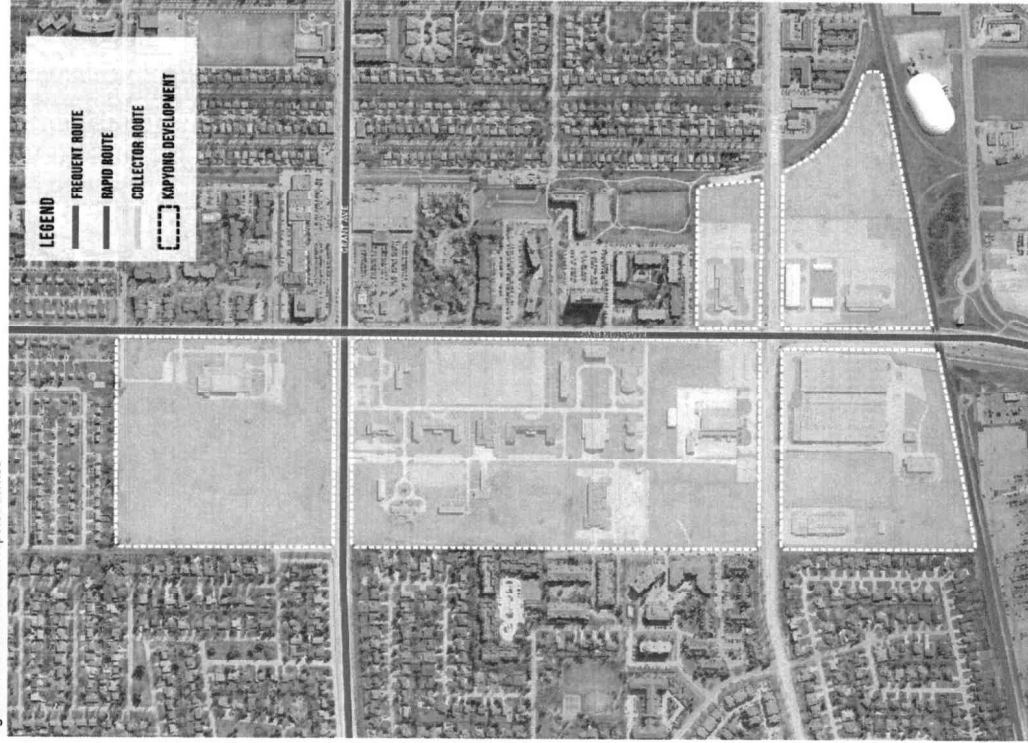
Figure 8.1 Intersection Modification Summary



Strategic Directions

- Access points on Route 90, Grant Avenue, and Taylor Avenue should be provided as illustrated in **Figure 8.11**. Development parcels should be laid out to be compatible with the recommended access locations to the City street network.
- Collaborate with the City to ensure that the final design for Route 90 reflects the recommendations from the accompanying TIS.
- Working with the City, monitor and evaluate the need for installation of a traffic signal at the access points to Blocks A and B on Taylor Avenue, east of Route 90, as detailed development plans for those Blocks evolve.
- Collaborate with Winnipeg Transit, following approval of the Transit Master Plan, to develop transit infrastructure aligned with the intentions of this Master Plan and accompanying TIS. Efforts should focus on the development of an integrated plan for future transit infrastructure and rapid transit service on the west side of Route 90 at Grant Avenue that considers the potential for amenities located on the subject lands.

Figure 8.2 Transit Master Plan Proposed Service



8.1.2 PLANNED INTERNAL TRANSPORTATION NETWORK

The aim of the internal transportation network is to provide for safe movement through the site for all modes, provide accessibility for all users, and promote the seamless integration of the redevelopment with the surrounding neighbourhoods.

Safety and flexibility are also key factors in the internal network design. The conceptual street designs are focused on ensuring safe, sustainable, and accessible right-of-ways for all users, incorporating sidewalks and accessible design elements, facilitating reduced operating speed targets, and integrating traffic calming measures. At the same time, the designs are intended to be responsive and adaptable to the evolving development and emerging transportation technology over the next 20 years.

Figure 8.3 illustrates the proposed internal street and path network.

Facility Classifications

The proposed network is broken down into the following three facility classifications: *Minor Collector Streets, Local Streets, and Active Transportation Paths.*

1. Minor Collector Streets

Minor Collector Streets are low to moderate capacity streets that serve to move traffic from local to arterial streets. They help move traffic through the development efficiently without compromising on safety and are typically beside proposed Commercial Mixed-Use, Mixed-Use Village, and Medium Density Residential land uses. They connect the development to the peripheral city street network.

Minor Collector Streets are designed with 20.0–22.0m ROWs with operating speeds targeted to be in the 30km/h to 40km/h range. They have one lane in each direction along segments and auxiliary lanes may be provided where they intersect with major streets such as Route 90, Grant Avenue, or Taylor Avenue. Parking and loading are intended to be provided on some of the streets based on neighbouring land use needs and location within the network. Protected cycling facilities are intended to be provided on all minor collector streets and traffic calming elements, such as traffic circles, are expected to be integrated into the street design to moderate speeds, particularly on long segments, and enhance safety.

The Minor Collector Streets are divided into three types (see Figure 8.4) based on their specific function and characteristics.

Figure 8.3 Proposed Kapoyong Street Network

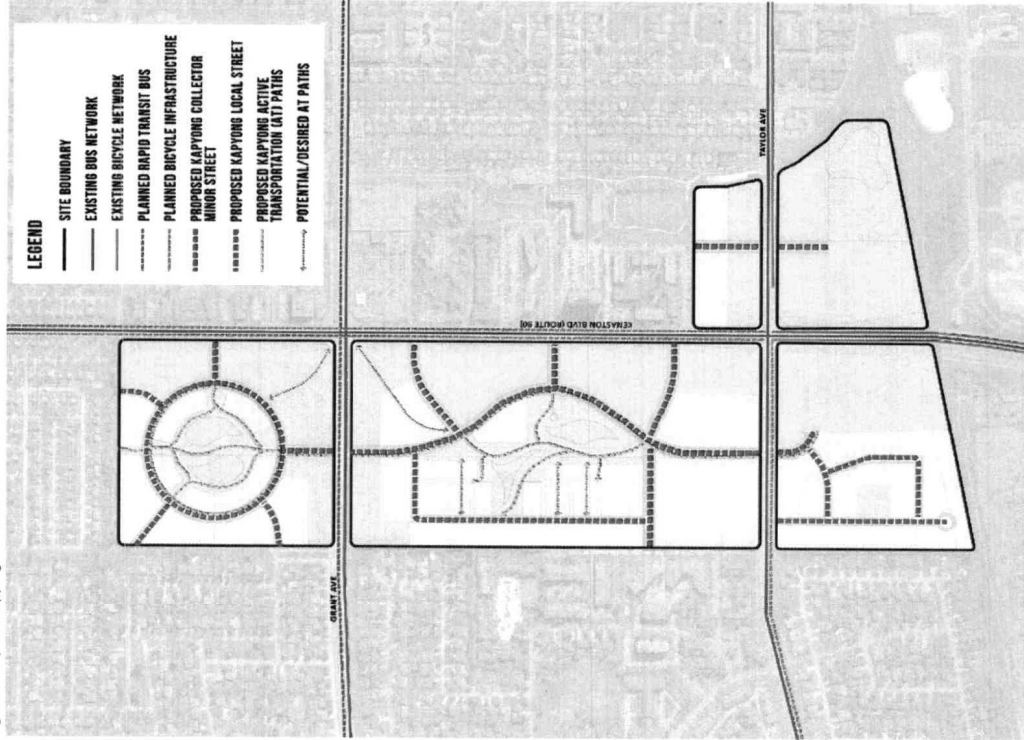
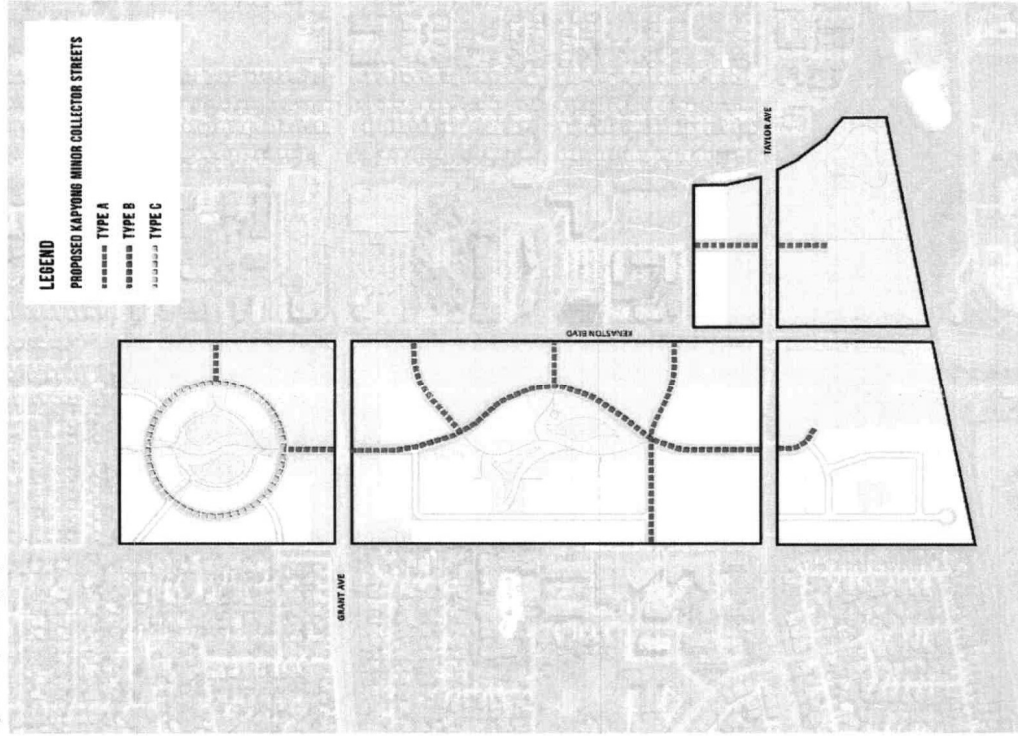


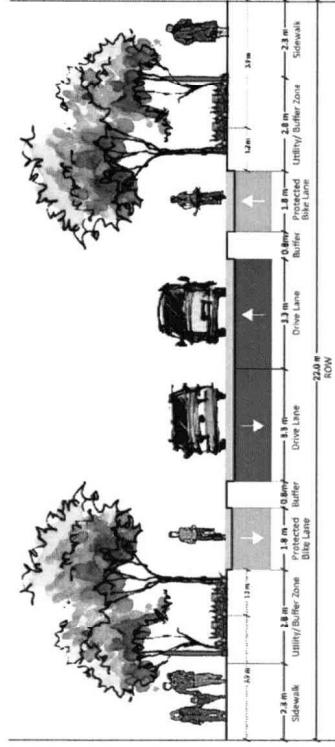
Figure 8.4 Proposed Kapoyong Minor Collector Street Network



Minor Collector Type A

These streets connect the development to the city's street network and are less than 500m in length. They are 22.0m wide two-way streets with one driving lane of 3.3m in each direction. They have 1.8m wide adjustable concrete curb protected bicycle lanes in each direction and no vehicular parking. Pedestrian facilities are 2.3m wide with a utility/buffer of 2.8m (see Figure 8.5).

Figure 8.5 Kapoyong Minor Collector Type A Street Section



Minor Collector Type B

This is the central north-south street through the development west of Route 90 that provides primary access to Grant Avenue and Taylor Avenue. The Type B street is a 22.0m wide two-way street with one driving lane of 3.3m in each direction. It is a two-lane chicane, with parking, parklets, public art, etc. integrated into the chicanes in an alternating fashion and thereby facilitating traffic calming to reduce vehicular speed and increase safety and mobility. The pedestrian and cycling facilities are consolidated into a 5.3m wide multi-use path on the left side of the cross section with 2.3m designated for walking facilities and 3.0m designated for cycling facilities. A 2.3m wide pedestrian sidewalk is also provided at the right end of the street. Both are buffered from the driving lanes with a 2.4m wide utility/buffer zone.

Traffic calming circles are recommended at collector to collector street intersections along the Type B street to reduce speeds. **Figures 8.6, 8.7, 8.8, 8.9** illustrate varied configuration for the Type B street.

Figure 8.6 Kapyong Minor Collector Type B Street Section

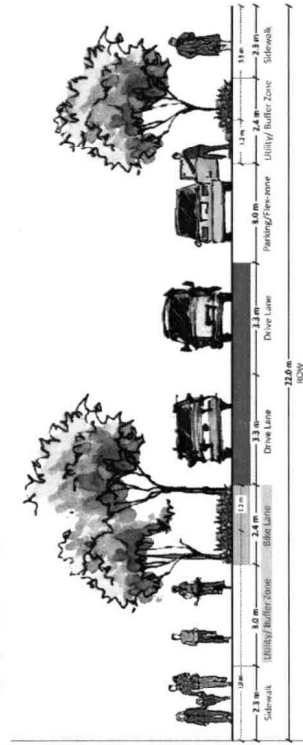


Figure 8.7 Kapyong Minor Collector Street Type B Section with Outdoor Seating

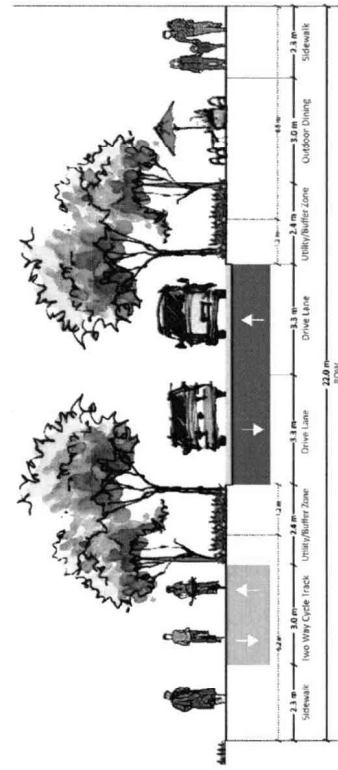


Figure 8.8 Kapyong Minor Collector Street Type B Section with Parking

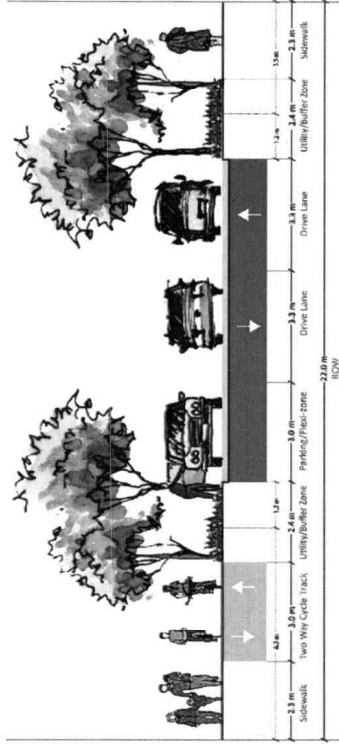
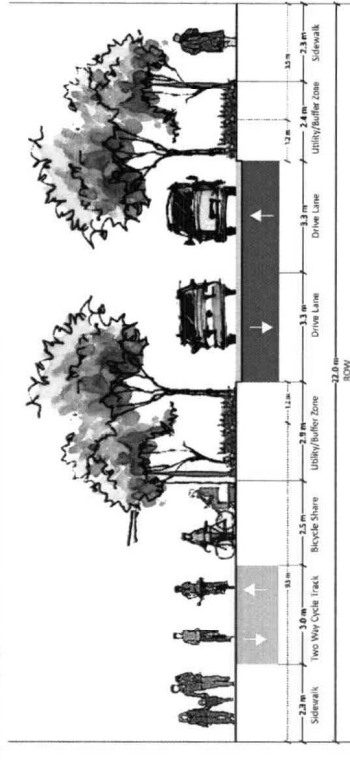


Figure 8.9 Kapyong Minor Collector Street Section with a Bike Share Station



Minor Collector Type C

This is the circular street located in Block E, north of Grant Avenue. The Type C street is a 20.0m wide one-way street with the 4.5m wide driving lane circulating in an anti-clockwise direction. The lane is visually narrowed with 0.5m striping on either side to reduce vehicle speeds. The one-way operation is intended to deter shortcutting though the north area to bypass the Route 90/Grant Avenue intersection and to simplify internal intersection configurations along its length. The street design is a single lane chicane, with parking, parklets, public art, etc. integrated into it, that facilitates traffic calming to reduce vehicular speed and increase safety. The pedestrian and cycling facilities are consolidated into a 5.3m wide multi-use path on the left side of the street with 2.3m designated for walking facilities and 3.0m designated for cycling facilities. A 2.3m wide pedestrian sidewalk is also provided on the right side of the street. Both are buffered from the driving lanes with a 2.3-2.6m wide utility/buffer zone.

Figures 8.10 and 8.11 illustrate varied configurations for the Type C street.

Figure 8.10 Kapyong Minor Collector Type C Street Section with Parking

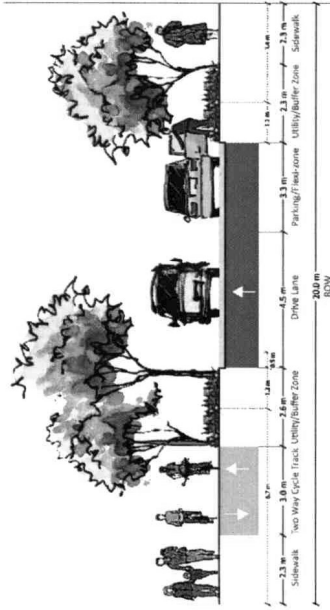
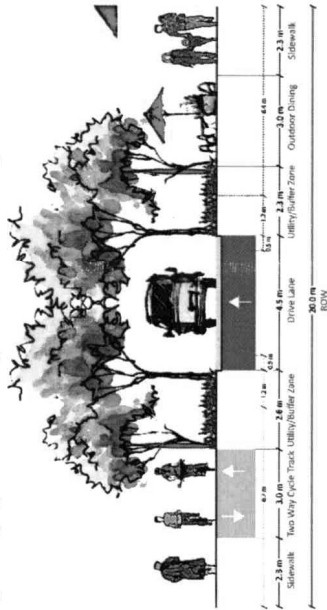


Figure 8.11 Kapyong Minor Collector Street Type C section with Outdoor Seating



2. Local Streets

Local streets are low vehicular capacity streets with the lowest intended vehicle speeds. They typically run next to residential land uses of varying densities and are designed for slow vehicle speeds for safety and to prevent shortcutting through the development. These streets connect the residential land uses to the Minor Collector streets.

Local streets are proposed to be designed as residential shared streets with no curb separation between pedestrians, cyclists, and vehicles. This design approach is based on the concept of slow streets where all users accommodate each other. The streets are proposed to be 15.0m wide two-way streets with one driving lane of 3.0m in each direction. The streets will incorporate a 1.5m wide buffer sidewalk to access the residential buildings or lots. Modified curb extensions 6.0m wide will be provided to create a chicane effect that will prevent vehicular speeds higher than the posted speed limit while still accommodating garbage trucks and other service vehicles. These modified curb extensions are intended to accommodate temporary parking (guests, ride-sharing services, delivery vans/vehicles) and/or landscaping features with some gathering elements, such as seating or a small play area. The intention is to be flexible with these spaces and have them designed as per the site specifications for each street in the future.

3. Active Transportation (AT) Paths

Active Transportation (AT) Paths are designated pathways for pedestrians, cyclists, and other non-motorized vehicles. The potential and/or desired AT Paths, shown in Figure 8.3, demarcate desired AT connections to be incorporated into the site design when the land parcels are developed. These connections provide a fast, alternative way to travel safely through the development without the use of motor vehicles.

Strategic Directions

- Development of the internal transportation network should reflect the layout and hierarchy of internal street and path connections as illustrated in **Figure 8.3** as well as the intent of the conceptual cross sections to provide a safe and low speed environment for all users regardless of their age, gender, and ability. Flexibility is recommended in the ultimate design of the internal streets and paths so that they can respond to the specifics of land use and development, as well as evolving transportation technology.
- Street designs should prioritize pedestrian and cycling movements while accommodating the movement of people and goods by motorized modes. Accommodation will need to be made for larger vehicles to access locations within the development. However, shared spaces may be used by these vehicles at designated delivery hours to ensure the safety of everyone using the transportation system.
- All internal streets must have sidewalks on both sides and must be fully accessible to all users.
- Traffic calming elements such as chicanes, curb extensions, and traffic circles as outlined in the accompanying TIS should be integrated into the initial layout and construction of the internal street network to physically ensure low speed operation.
- Review the Transportation Demand Management measures and parking considerations identified in the TIS and incorporate them, where appropriate, as development occurs.
- Street cross sections should provide space for mid-block loading, pick-up and drop-off, and short-term parking activities. Given the on-street parking and loading spaces are planned to be of finite length and directly integrated into the street design, it is critical that they be appropriately sized at the time when the street is initially constructed.
- Off-street loading and garbage collection activities should take place entirely on private property and not require vehicles to back-up across pedestrian or cycling facilities.
- If and where stand-alone structured parking is developed, it should be designed such that it can be converted or repurposed as occupiable building space in the future.
- Consider strategies, including shared parking approaches or by way of a Parking Management Plan, to reduce parking requirements, manage parking demands, and optimize overall parking usage.

8.2 Site Servicing Framework

As a key component of this Master Plan, a Site Servicing Study was undertaken to confirm servicing capacity and inform the redevelopment's servicing infrastructure scheme, including water distribution, wastewater collection, and stormwater management systems. Overall, the proposed servicing strategy is based on the understanding that the primary infrastructure systems must be developed in coordination with the City of Winnipeg to ensure system integration, long-term reliability, and that sufficient capacity is or will be available to accommodate the planned redevelopment of the former Kopyong Barracks.

The following sections provide an overview of the Municipal Site Servicing study outcomes and subsequent objectives and strategic directions to inform future development.

8.2.1 WATER DISTRIBUTION, WASTEWATER COLLECTION, AND UTILITIES

Reliable sanitary sewer, water, and utility infrastructure is foundational to the success and comfort of any urban community. As a major redevelopment site, the former Kopyong Barracks is surrounded by existing, fully serviced development. The former Kopyong Barracks consists of five separate development blocks, and includes multiple locations where new servicing infrastructure can connect to the City's existing systems. In turn, the proposed internal street network is planned to serve as the primary feeder and connection point for distributing servicing infrastructure throughout each development block. Notwithstanding some technical constraints, the existing servicing infrastructure surrounding the site allows for a multitude of phased development scenarios.

OBJECTIVES

1. **Phased Infrastructure:** To ensure that adequate services are provided, including sanitary sewer, water distribution, and other utility infrastructure, and are established in step with redevelopment of the site;
2. **Coordinated Approach:** To promote effective coordination between TM, CLC, and the City of Winnipeg on the integrated design, development, and installation of infrastructure; and
3. **Sustainability:** To promote opportunities for sustainable infrastructure development in alignment with this Master Plan's Project Aspirations and Sustainability Framework.

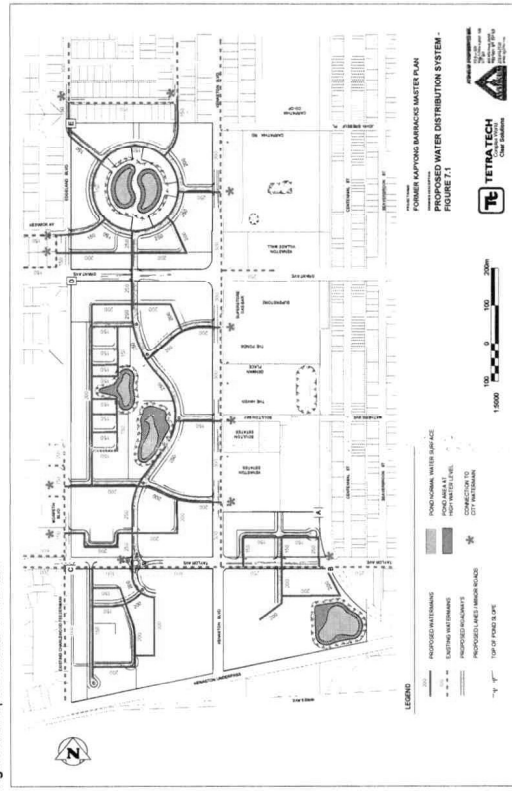
Water Distribution

The proposed water distribution network, shown in **Figure 8.12** is planned to connect at multiple points to the existing City of Winnipeg water distribution system to the west, north, and east.

The connection points and the proposed layout of the water mains create several loops which alternate flow paths for high flow delivery and redundancy in the event of a break. It also assists with delivering fire flow at a given location while maintaining the required minimum system pressures.

The primary source of water in the area is the 600mm Charleswood feeder main, running parallel to the site south of Taylor Avenue and with an offtake at Taylor Avenue.

Figure 8.12 Proposed Water Distribution



Shallow Utilities

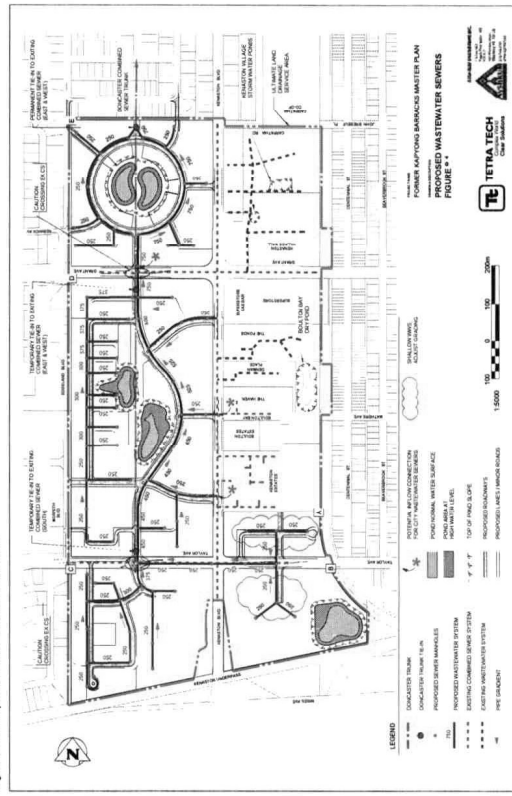
As part of the Master Planning process, discussions have begun with electricity, phone, and internet utility providers about servicing the site. The design and development of the utility distribution system will be determined by TIN and CLC, in consultation with the City of Winnipeg and utility providers.

Wastewater Collection

The proposed wastewater collection system, shown in **Figure 8.13**, is based on the maximal estimated population to establish domestic flow. This was combined with design infiltration and inflow allowances in accordance with the City of Winnipeg Wastewater Flow Estimation and Servicing Guidelines to determine wastewater sewer size.

The system is within the Doncaster Combined Sewer District and will drain into the Doncaster Trunk sewer. As per the Municipal Site Servicing study, staged construction with several sewer connections are planned.

Figure 8.13 Proposed Wastewater Collection



Strategic Directions

1. The water distribution and wastewater collection systems shall be designed and developed to adequately and efficiently serve the phased development of the subject lands in accordance with Figures 8.12 and 8.13.
2. The provision of water and wastewater infrastructure and servicing capacity should be coordinated with the City of Winnipeg to ensure efficient and cost-effective integration with existing infrastructure systems.
3. The location of utilities and provision of utility corridors should be planned, designed, and implemented in a coordinated and integrated basis to the mutual satisfaction of TM, CLC, the City of Winnipeg, and utility providers.

8.2.2 STORMWATER MANAGEMENT

Stormwater management addresses a broad range of important issues, including flood and erosion prevention, protection of surface and groundwater resources, preservation of aquatic and terrestrial habitats, and mitigation of impacts on aging urban infrastructure. It is the intent of this Plan to ensure that Stormwater Management Facilities are not only functional components of the development, but also contribute to the overall aesthetic quality of the community.

The former Kopyong Barracks site occupies a significant portion of the City of Winnipeg's Doncaster Combined Sewer District. As a result, the redevelopment of the former Kopyong Barracks represents an important opportunity to implement combined sewer separation within the District, a major objective of the City of Winnipeg.

OBJECTIVES

1. **Integrated Drainage System:** To provide for an adequate land drainage system throughout the subject lands during all phases of development;
2. **Green Infrastructure:** To promote and support the use of green infrastructure for stormwater management to adequately and efficiently serve the phased and ultimate development of the subject lands;
3. **Protect Surrounding Neighbourhoods:** To mitigate adverse effects on surrounding residents and facilities resulting from changes to drainage patterns;
4. **Flood Protection:** To protect the future residents and businesses within the subject lands from flood events;
5. **Naturalized Ponds:** To make water retention part of the subject land's system of natural amenities;
6. **Innovation:** To promote innovation in urban infill stormwater management; and
7. **Winter Use of Ponds:** To promote year-round use and enjoyment of the natural amenities provided by the Stormwater Management Facilities.

The proposed on-site land drainage system and Stormwater Management Facilities are shown schematically on Figure 8.14. The proposed system includes five stormwater ponds distributed strategically throughout the development blocks to capture rainwater and slowly discharge it into the City's regional land drainage system. The locations of the ponds have been selected to:

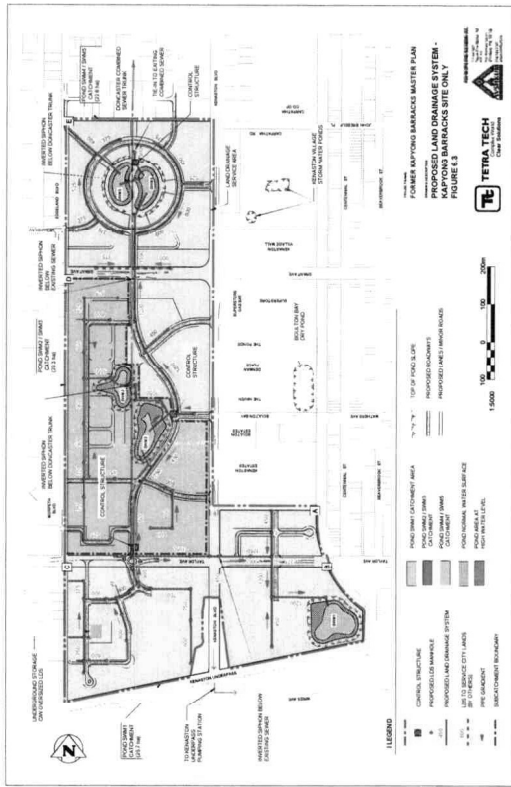
- meet logical developed-site drainage patterns;
- work with proposed stormwater pipe design grades that align with the City's existing regional system;
- mitigate conflict with the existing Doncaster Trunk sewer that runs north-south through Blocks D and E; and
- become an important neighbourhood visual and recreational amenity year-round.

In addition to the proposed ponds and piped infrastructure within the internal street network, there is also a proposed underground stormwater storage unit, located in Block c. This storage unit, and all stormwater storage facilities are interconnected by land drainage sewers. This enables the facilities to work as a system, draining northward towards an outlet point into the existing Doncaster Trunk combined sewer south of Grenadier Drive, or potentially into a future Route 90 land drainage sewer to be constructed as part of the proposed Route 90 expansion project.

The proposed stormwater ponds have been designed to meet City of Winnipeg criteria and sized to a 100-year return design rainstorm. The overall strategy for stormwater management is envisioned to include site-level Low Impact Development (LID) stormwater practices, including rain gardens, vegetated swales and other features to decrease peak flow, reduce total runoff volume and improve runoff quality.

In order to further moderate stormwater impacts and on-site infrastructure requirements, larger development parcels for commercial and multi-unit residential uses will be designed to exceed City of Winnipeg standards, requiring peak outflow to be restricted to a runoff coefficient of 50% through on-site retention/storage and use of LID practices such as green roofs and rainwater cisterns/rain barrels.

Figure 8.14 Proposed Stormwater Management



Strategic Directions

1. The locations, configuration, and boundaries of the Stormwater Management Facilities identified on **Figures 5.1 and 8.14** will be confirmed through subsequent implementation of regulations, and agreements, and may be adjusted, added, or deleted without amendment to this Plan, subject to detailed engineering and design that demonstrates that the redevelopment's land drainage requirements are achieved.
2. Stormwater Management Facilities should be an integrated element within Community Spaces and the overall public realm.
3. The on-site land drainage system should be designed to reduce the impact on the regional infrastructure system.
4. All Stormwater Management Facilities should be designed and planted with native upland, flood tolerant shoreline and aquatic species.
5. In addition to the Stormwater Management Facilities, the overall approach to stormwater management should incorporate Low Impact Development (LID) stormwater practices, including rain gardens, vegetated bioswales, on-roof retention, permeable surfaces, and other features to decrease peak flow, reduce total runoff volume, and improve runoff quality.
6. New development featuring buildings with flat rooftops should be encouraged to actively or passively store stormwater.
7. Larger development parcels for commercial and multi-unit residential uses should be designed to restrict peak outflow to a runoff coefficient of 50%.
8. Stormwater Management Facilities that are privately-owned and maintained are encouraged.
9. Where Stormwater Management Facilities are to be conveyed to the City, they will be designed to meet applicable City standards.

part 3
implementation

9.0 IMPLEMENTATION

9.1 Administering the Plan

The implementation of this Plan has two distinct pathways, determined by the jurisdictional authorities of the respective owners. For TIN, whose lands will be held and developed as a Joint Reserve/Urban Indigenous Economic Development Zone, this Plan will be implemented through the Treaty One Governing Council and Treaty One Development Corporation executed in accordance with TIN Land Management Code and in partnership with the City of Winnipeg by way of a Municipal Development and Services Agreement (MDSA).

For the lands to be developed by CLC, this Plan will be implemented by way of a Secondary Plan and corresponding Zoning By-law amendment.

Respecting these distinct mechanisms for implementation, the ultimate intent is that all future development is consistent with TIN and CLC's vision, Project Aspirations, land use designations and directions articulated in this Master Plan.

9.2 Joint Planning and Collaboration

This Master Plan was created through a joint planning process between TIN and CLC. Going forward, both TIN and CLC will continue to collaborate with each other and the City of Winnipeg regarding their respective lands and the development therein.

As the development process progresses, opportunities for collaboration that advance shared objectives for community building and economic development shall be considered whenever possible. In addition, joint planning efforts focused on ensuring compatible development within and adjacent to the subject lands will be essential to creating a neighbourhood that is integrated with existing communities.

With respect to TIN's lands, a key goal of the Master Planning process and its long-range implementation, is to establish, through the MDSA, a mutually beneficial partnership between TIN and the City, based on a recognition of jurisdiction, rights, respect, and co-operation.

Recognizing that TIN, CLC, and the City of Winnipeg all have a vested interest in the redevelopment of the former Kapyang Barracks, a mechanism for dispute resolution is essential to maintaining good governmental relationships. Any mechanism for dispute resolution must aim to ensure limits of jurisdictions are well understood and offer clear methods for negotiation, mediation, and arbitration, if necessary.

9.3 Phasing

Development of the subject lands shall occur in logically planned phases. **Figure 9.1** illustrates the anticipated location of the first phase(s) of development.

Recognizing that the pace of development will be subject to a variety of factors, including market conditions, growth trends, and infrastructure investments, the phasing and timing of development must be flexible.

Approval of new development shall be conditional upon commitments from the appropriate authorities and the proponents of development as to the timing and funding of the transportation, stormwater management, and sanitary sewer and water supply facilities, as required for development to proceed.

Until such time that an area of land is deemed necessary for development, interim or temporary uses may be permitted that activate the site or contribute to the viability of more imminent development activity, in accordance with the General Policy Directions in this Plan's Land Use Framework (**Section 5.0**).

9.4 Monitoring and Review

Given that the development of the subject lands will occur over many years, this Master Plan is to be considered as a living document that must adapt to changing circumstances and emerging innovations over time. Accordingly, TIN and CLC will periodically review (every five years, at minimum) this Plan in order to monitor development outcomes in accordance with the Plan's aspirations, principles, and objectives.

If deemed necessary, this Master Plan may be updated to ensure that it remains relevant and continues to reflect the aspirations and objectives of working cohesively as one community, if, and where, substantive amendments are contemplated, they will be undertaken in consultation with community members and stakeholders.

Furthermore, any substantive amendments to this Plan should have the collective endorsement of both TIN and CLC, and adhere with other regulatory requirements, as applicable.



Figure 9.1 Phase 1 Development

Canada Lands Company
Société immobilière du Canada

