# Appendix A:

Municipal Type Service Agreement Template

*Blue text provides information and notes to the reader. Refer to the Word file and delete these notes as you work through the MTSA.*

*This agreement is based on the template provided by the Federation of Canadian Municipalities (FCM) and has been updated to align with Municipal Type Service Agreements: A Guide to First Nations Considering Municipal Service Agreements and the accompanying Toolkit.*

*This agreement is provided as an example template and will require careful review and revision by the First Nation and Municipality based on the specific circumstances and services needed, as well as legal review from both parties.*

*Use your completed Checklist: MTSA Development (***Tool 4.1***) to revise this MTSA to reflect the details and decisions you captured in your checklist. Prompts are provided throughout this agreement that refer to the checklist.*

*This agreement template includes the provision of services for water, sewer, fire protection, and solid waste. Delete any sections and references to services that will not be included in your MTSA.*

*For ease of reading, this template assumes that the First Nation is receiving the service from a municipality. The language should be updated for situations where the First Nation is providing the service, or where the service partner is not a municipality (e.g., regional district or private contractor).*

This Agreement made this of ,

*[day] [month] [year]*

BETWEEN:

*[NAME OF MUNICIPALITY]*

AND:

*[Address]*

(hereinafter called the “Municipality”)

*[NAME OF FIRST NATION]*

WHEREAS:

*[Address]*

(hereinafter call the “First Nation”) (collectively, the “Parties”)

A. The First Nation’s Band Council has approved this Agreement by passing Band Council Resolution [*Name of Resolution*] at its meeting held on [*Date*] in accordance with the provisions of the Indian Act, R.S.C. 1985, c. I-5. A certificate of the Band Council Resolution is attached to this Agreement as Schedule [*Name of Schedule*].

B. The Municipal Council has approved this Agreement by passing Bylaw No. [*Number of Bylaw*] at its meeting held on [*Date*]. A copy of the Bylaw is attached to this Agreement as Schedule [*Name of Schedule*].

*Update this clause to reflect what services are being provided and the area in which the service will be provided. See Checklist: MTSA Development (***Tool 4.1***) – 3.0 Service Area*

C. The Municipality will provide the First Nation with water, sewer, fire protection, and solid waste collection, collectively “Municipal Services”, to the First Nation’s Lands as shown in Schedule [*Number of Schedule*], all in accordance with the terms and conditions set out in this Agreement.

D. The said Parties deem it to their mutual interest to enter into this Agreement.

### THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

1. **DEFINITIONS**

*Delete or amend definitions as needed depending on the services being included in the agreement and the terminology used by the First Nation and the municipality. Only terms that are used elsewhere in this agreement should appear under this section.*

1.1 In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

**“Agreement”** means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

**“Annual Fee”** has the meaning ascribed in section [*Number of Section*].

**“Building”** means a building, mobile home, or a structure, whether occupied or not.

**“Building Inspection Services”** means a physical inspection of property to ensure each component meets the standard of their applicable Building Code [*Name of Applicable Building Code*] attached as Schedule [*Name of Schedule*] as amended from time to time.

**“Fire Chief”** means the person appointed as the Chief of [*Name of Municipal Fire Department*], and any officer, member or inspector who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf.

**“Fire Protection Bylaw”** means the [*Name of Municipality*] Fire Protection Bylaw, as such bylaw may be amended or replaced from time to time.

**“First Nations Offset Services”** refers to any service provided by the First Nation to the Municipality which can be credited from the Annual Fee.

**“Lands”** means that portion of the Reserve outlined in Schedule [*Number of Schedule*] and includes anything within the boundaries of those lands.

**“Municipal Sewer System”** means the Municipality’s system of sanitary sewer mains and sewage treatment facilities.

**“Municipal Water System”** means the Municipality’s system of water mains and pipes, pumps, and other facilities and equipment used to supply potable water.

**“Municipal Services”** means, collectively, the provision of water and wastewater, fire protection, and solid waste, as outlined in this Agreement.

**“Municipal Specifications”** means the engineering and design standards as indicated by the Municipality.

**“Parties”** means the Municipality and the First Nation that enter into the Agreement.

**“Professional Engineer”** means a professional engineer specializing in the relevant infrastructure who is registered and in good standing with the [*Insert Name of Professional Engineering Association for the Province*].

**“Reserve”** means the [*Name of First Nation Reserve*] which is a reserve within the meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

**“Reserve Infrastructure”** means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

**“Reserve Sewer System”** means the system of sanitary sewer mains and laterals constructed by the First Nation on the Reserve for the purpose of collection and conveying sanitary waste from the Reserve under this Agreement.

**“Reserve Systems”** means collectively, the Reserve Sewer System and the Reserve Water System.

**“Reserve Water System”** means the system of sanitary sewer mains and lateral supply pipes constructed by the First Nation on the Reserve for the provision of water services to the Reserve under this Agreement.

**“Service”** means a Municipal Service.

“**Service Connection”** means the connection point between the municipal and First Nation water or sewer systems.

**“Serviced Properties”** means any property which falls under the jurisdiction of this Agreement and is receiving Municipal Services.

**“Solid Waste Services”** means, where appropriate, the gathering, transporting, separating, sorting, selling, processing, and disposing of wastes, refuse trash, garbage, recyclables, and compost.

**“Term”** means a period of time which this Agreement remains in force and effect, as described in Section 2.

### TERM, AMENDMENT, AND RENEWAL

*See Checklist: MTSA Development (***Tool 4.1***) – 1.0 Term of Agreement and 2.0 Renewal Terms. This Section may be updated to reflect specific Term lengths (i.e., 25 years) and/or to reflect specific terms relating to when and who can open the agreement for review and amendment and in what situations either party may terminate the agreement. A clause may be included to specify a regular interval at which the agreement will be reviewed by both parties (e.g., 4 years).*

*Clauses 2.1 and 2.2 are most relevant when the MTSA does not have a specified term (e.g., 25 years). 2.2 is optional depending on the specific situation and is not required even if there is no specified term. This clause is helpful to schedule regular reviews during the course of a long-term contract. Clause 2.5 is most relevant when the MTSA does have a specified term, so renewal terms need to be included. Remove and/or revise these clauses as needed to reflect your specific situation.*

2.1 Subject to earlier termination under [*Enter Section(s) Reference(s)*] below, this Agreement commences on [*Date of Agreement*] and shall continue in effect until the agreement is amended or terminated.

2.2 This Agreement is subject to full review and mutual consent to any change in writing by the parties every *[Enter Number of Years]* years from the *[Date of Agreement]*, with any change taking effect on the following anniversary date. If mutual consent on any change is not achieved under a *[Enter Number of Years]* years review, the then-existing agreement will remain in full force and effect for the remainder of the Term, subject to future *[Enter Number of Years]* years review. One year before each *[Enter Number of Years]* years review date, the CAOs from the Municipality and the First Nation shall communicate and agree to a time schedule for reviewing the Agreement.

2.3 The Agreement shall not be varied or amended except by written agreement of both Parties.

2.4 No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

*Clause 2.5 is an overholding provision as noted in the Checklist: MTSA Development (***Tool 4.1***) –*

*2.2. This clause can be removed if there is not a specific end date to the agreement specified in 2.1.*

2.5 Failure to renew or replace this Agreement or to provide earlier termination thereof, places the Parties in overholding status, and all agreements and obligations herein remain in effect on a month-to-month basis. Renewal is exercisable by the First Nation upon written notice to the Municipality and subject to the First Nation’s compliance with the Agreement.

## PART I – PROVISION OF SERVICES

### GENERAL COVENANTS OF THE MUNICIPALITY

3.1 The Municipality shall provide, for the Term of this Agreement, Municipal Services to the First Nation in accordance with the terms and conditions in this Agreement.

3.2 The Municipality shall bill the First Nation for the cost of the Services in accordance with the payment provisions for each Service, as set out in Section [*Enter Section Reference*] of this Agreement.

3.3 The Municipality shall inform the First Nation of any changes that may affect the quantity, quality, or reliability of service associated with this Agreement as outlined in Section [*Enter Section Reference*].

3.4 The First Nation has their own governance framework, and therefore the Municipality will not provide the First Nation with services such as such as: legislative and administrative, financial management, human resources, information technology, or municipal elections. Since the First Nation will not benefit from these services, the costs of these services will not be included in the Fees.

### GENERAL COVENANTS OF THE FIRST NATION

*Clause 4.1 is optional. The First Nation will not always need to adopt bylaws that are compatible with those of the Municipality. In many instances, the First Nation will need to agree to meet the requirements of the Municipality’s bylaws (e.g., Building Bylaw for the purposes of fire protection). Only list bylaws that are relevant to the service being provided.*

4.1 The First Nation will develop and adopt bylaws that are compatible and aligned with the Municipality’s relevant bylaws:

* 1. [*Name of Applicable Water Bylaws], Schedule [Name of Schedule*];
  2. [*Name of Applicable Waste Water Bylaws], Schedule [Name of Schedule*];
  3. [*Name of Fire Protection Bylaw], Schedule [Name of Schedule*];
  4. *[Name of Solid Waste Bylaw], Schedule [Name of Schedule*];

and any amendments thereto or replacements thereof, and all applicable provincial and federal regulations.

*If the First Nation will not develop or adopt bylaws that are compatible with the Municipality’s bylaws, remove clause 4.1 and use clause 4.2. Only list bylaws that are relevant to the service being provided.*

4.2 The First Nation agrees to comply with the Municipality’s relevant bylaws:

1. *[Name of Applicable Water Bylaws], Schedule [Name of Schedule];*
2. *[Name of Applicable Waste Water Bylaws], Schedule [Name of Schedule];*
3. *[Name of Fire Protection Bylaw], Schedule [Name of Schedule];*
4. *[Name of Solid Waste Bylaw], Schedule [Name of Schedule];*
5. *[Name of Building Code], Schedule [Name of Schedule];*

and any amendments thereto or replacements thereof, and all applicable provincial and federal regulations as they relate the provision of services in this Agreement.

*Update based on the services provided. See Checklist: MTSA Development (***Tool 4.1***) – 3.0 Service Area*

4.3 The First Nation shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement as they are updated by the procedure outlined in Section [*Insert Section Reference*].

4.4 The First Nation shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section [*Insert Section Reference*].

### GENERAL SERVICE PROVISIONS

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Delete sections related to services you do not need. If services will be provided to the same standard as municipal residents, keep the clause below, if not, remove this clause and specify the levels of service in the subsequent parts.*

5.1 The intent of the Parties is that the quality, quantity, and reliability of the Services to be provided by the Municipality under this Agreement will be substantially the same as the quality, quantity, and reliability of Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality. Further detail about the level of service provided is included in Sections *[Insert Relevant Section References]*.

5.2 The First Nation will provide the following offset services to the Municipality: [*List services*]. The level of service to be provided for each is as described in Section [*Enter Section Reference; should be in with additional service area details*].

5.3 The Municipality will notify the First Nation of any work or event impacting the provision of services. If possible, a minimum of 24 hours notification shall be given, and the Municipality will work with the First Nation to develop a Service disruption plan that manages risk to the First Nation where possible. If the Service disruption is not a planned event, the earliest possible notice shall be provided. Notice shall be given to the first of: *[Enter Titles of Designated Authorities, e.g., CAO].*

5.4 The First Nation acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with unplanned temporary interruption or reduction in the level of a Service provided under this Agreement. The Municipality will provide notice as per Section *[Enter Section Reference]* to the First Nation of any planned service interruptions.

*Note that the terms for water, sewer, fire, etc. can reference more extensive reserve infrastructure systems than what may be required for the current needs. These terms can be used in the MTSA to accommodate any future scenarios where more extensive reserve infrastructure systems are required but could be removed if the parties wish to focus on the current servicing needs.*

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service and 5.0 Roles & Responsibilities. Delete the following parts that pertain to services you do not need.*

## PART II - FIRE PROTECTION SERVICES

### FIRE PROTECTION SERVICES

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Adjust this clause based on what services will be provided.*

6.1 The Municipality shall provide the following Fire Protection Services:

* 1. *fire suppression;*
  2. *fire hydrant maintenance and inspection on the Lands;*
  3. *first responder services;*
  4. *fire code inspections;*
  5. *annual fire safety education; and*
  6. *dispatch services,*

to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Adjust this list based on what level of service is required for the above services.*

6.2 The level of service provided for Fire Protection Services is:

1. *a maximum response time of fifteen (15) minutes;*
2. *based on National Fire Protection Associated Standards;*
3. *twenty-four (24) hour/day fire suppression services; and*
4. *same as that provided within local government boundaries,*

for all units, buildings, and locations within the Lands.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service for what conditions must be met to receive the service and revise this clause accordingly.*

6.3 The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality’s Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the Municipality.

6.4 The First Nation will comply with and take all reasonable steps to ensure compliance with the Municipality’s *[Name of Fire Protection Bylaw]* attached as Schedule *[Enter Schedule Number]* as amended from time to time.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Revise this clause based on the conditions under which service can be interrupted and what obligation the Municipality will have if services are interrupted.*

6.5 The First Nation acknowledges services may be interrupted in the case of emergencies and maintenance or repairs. If service is interrupted for a period of at least *[Enter Time Period]*, the Municipality will make reasonable endeavours to reinstate services and provide an alternative means of providing the service.

6.6 The Municipality acknowledges the First Nation will have the same priority for return of service as municipal residents.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service (operations and maintenance responsibilities) and 5.0 Roles and Responsibilities. Adjust these clauses as required. Add any additional specifics pertaining to roles and responsibilities of the First Nation and Municipality.*

6.7 The Municipality’s Fire Chief will be solely responsibility for:

1. *direction regarding the use, allocation, and application of existing resources;*
2. *direction regarding the use of additional resources;*
3. *demolition of premises when necessary;*
4. *level of response during a fire; and*
5. *right to refuse to stop service.*

6.8 The First Nation shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets, water distribution lines and fire hydrants located on the Land on the commencement date of the Agreement.

6.9 The First Nation shall give the Municipality a list of all Buildings on the Lands and their locations. The First Nation shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.

6.10 The First Nation shall notify the Municipality of:

1. *any inspection reports and orders that are issued to the occupants or owners of any Buildings on the Lands as they occur;*
2. *any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month; and*
3. *immediately notify the Municipality in writing of the malfunctioning of fire hydrants,*

following the notice procedure outlined in Section *[Enter Section Number]*.

6.11 The First Nation shall retain in its administration records:

1. *copies of those plans that have been approved for all purposed Buildings;*
2. *copies of any plans that have been approved for all additions to existing Buildings.*

6.12 The First Nation shall take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the *Canadian Explosives Act* and Regulations thereto, that take place on the lands shall conform to the *Canadian Explosives Act* and Regulations thereto, as amended from time to time.

6.13 The Municipality shall keep the First Nation informed of the location of the designated fire hall and the telephone number to be used.

6.14 The Municipality shall keep the First Nation notified as to the location of the identity of the Fire Chief.

6.15 The Municipality shall notify the First Nation of any situation as outlined in Section *[Enter Section Number]* where the Municipality is not obligated to provide Fire Protection Services, following the notice procedure outlined in Section *[Enter Section Number]*.

*Amend this clause based on the services that will be the required and the associated maintenance requirements.*

6.16 The First Nation will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the Municipality or the failure by the First Nation administration to:

1. *maintain fire hydrants and water distribution lines and other Reserve Infrastructure to the standards required by this Agreement; and*
2. *provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services,* maintain and supply to the Municipality the information and records required under this Agreement.

6.17 The Municipality owns and will maintain the fire protection assets.

6.18 The First Nation owns and will service and maintain in good working order all fire hydrants, water distribution lines, and other Reserve Infrastructure necessary for the provision of Fire Protection Services on the Lands to the standard substantially the same as elsewhere in the Municipality and will permit the Municipality’s Fire Chief or his or her representatives to inspect and operate all such water distribution lines, fire hydrants and related Reserve Infrastructure.

*Adjust these rights of access as required or instead include the general Rights of Access general provision under Part X – General Clauses.*

6.19 The First Nation permits the Municipality’s Fire Chief or his or her representatives to enter onto Reserve to:

1. *inspect street signs/ building numbers;*
2. *inspect buildings;*
3. *provide first responder services; and*
4. *respond to a suspected fire.*

## PART III – WATER AND SEWER SERVICES

### WATER AND SEWER SERVICES

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Adjust level of service parameters as needed to align with the information outlined in your checklist. If the First Nation is connecting homes and buildings to the municipal system and receiving the same level of service that municipal residents receive, maximums will be irrelevant and should be removed. If the First Nation is connecting an on-Reserve system to the municipal system by way of a pipe extension/connection, maximums will likely need to be specified as the level of service may not be the same as that of municipal residents.*

7.1 During the Term, the Municipality will provide the following water and sewer services to the Lands in accordance with the terms and conditions in this Agreement:

*Keep only clause (a) or (b) depending on the required Level of Service. List any limits to service here.*

* 1. *a supply of potable water to the Lands by a service connection not exceeding a maximum of [Enter Volume] m3/d;*
  2. *A supply of potable water to all individual homes on the Lands;*
  3. *A supply of potable water sufficient for fire suppression for all buildings on the Lands;*
  4. *the collection, conveyance, treatment and disposal of sanitary sewer waste that is discharged from the Lands. The quantity of sanitary sewer waste accepted by the Municipality shall not exceed:*
     1. An Average Dry Weather Flow of [Enter Volume] m3/d;
     2. A Peak Dry Weather Flow of [Enter Volume] m3/d;
     3. A Maximum Daily Flow of [Enter Volume] m3/d; and
     4. A Peak Hour Flow of [Enter Volume] L/s.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service (operations and maintenance responsibilities) and 5.0 Roles and Responsibilities. Add any additional specifics pertain to roles and responsibilities of the First Nation and Municipality.*

*Remove clauses 7.2-7.7 if the First Nation does not have its own sewage collection system that will be connected to the municipal system.*

7.2 If the quality of sanitary sewer waste accepted by the Municipality does not meet or exceed the criteria established in the Municipality’s *[Enter Sanitary Sewer Source Control Bylaw Name]* as amended or replaced from time to time, the Municipality will notify the First Nation of the occurrence.

7.3 The Municipality may undertake sewage quality tests from time to time to determine the quality of sewage received from the First Nation. The First Nation is solely responsible for ensuring the quality of sewage accepted by the City. The First Nation may request the Municipality to sample and test sewage streams entering the First Nation’s collection system from various users and areas to determine the source of any quality concerns.

7.4 The Municipality, at its sole discretion, may charge a fee to the First Nation to recover costs for sewage testing and sampling on the Lands. The Municipality will notify the First Nation of the fee in advance of sampling and testing and the First Nation will provide written authorization to proceed with sampling and testing.

7.5 No septage or effluent from sources other than Buildings directly connected to the First Nation Sewage System is permitted.

7.6 The First Nation owns and is responsible for the operations and maintenance of the First Nation Sewer System.

7.7 The First Nation is liable for damages to the City Sewer System that arise from contributing sewage flows that exceed the quantity and quality of sewage specified in Sections *[Enter Section Reference(s)]* and septage or effluent as per Section *[Enter Section Reference(s)]*.

7.8 The First Nation will comply with and take all reasonable steps to ensure compliance with any person receiving the water and sewer services with the Municipality’s *[Name of Water and Sewer Bylaw]* attached as Schedule *[Enter Schedule Number]* as amended from time to time.

7.9 The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality’s bylaws. This indemnity survives the termination or expiration of this Agreement.

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Revise this clause based on the conditions under which service can be interrupted and what obligation the Municipality will have if services are interrupted.*

7.10 The First Nation acknowledges services may be interrupted in the case of emergencies and maintenance or repairs. If service is interrupted for a period of at least *[Enter Time Period]*, the Municipality will make reasonable endeavours to reinstate services and provide an alternative means of providing the service.

7.11 The Municipality acknowledges the First Nation will have the same priority for return of service as municipal residents.

7.12 The First Nation shall retain in its administration records copies of record drawings of water and sewer infrastructure.

*Adjust these responsibilities as required and add specific clauses that speak to these requirements as needed.*

7.13 In addition to responsibilities required by this Agreement, the First Nation is responsible for:

1. *complying with municipal, provincial, and federal water and sewer regulations;*
2. *installation of meters at point of water and sewer service connection;*
3. *inspection and maintenance of water and sewer service connection; and*
4. *adoption and enforcement of water conservation regulations consistent with the Municipality’s [Enter Municipality’s Water Bylaw].*

*Adjust these responsibilities as required.*

7.14 In addition to the responsibilities required by this Agreement, the Municipality is responsible for:

1. *maintaining the local government water and sewer system;*
2. *construction, operation and maintenance of off-reserve water and sewer systems to provide the level of service as in accordance with the terms and conditions of this agreement;*
3. *ensuring qualifications of water and sewer operations;*
4. *implementing source protection measures;*
5. *developing an emergency response plan;*
6. *reviewing and approving new connections or new infrastructure in a timeline manner;*
7. *promoting water conservation by all users;*
8. *providing written records of operations and maintenance services for water and sewer services and water quality reports based on a [Insert Frequency] basis;*
9. *inspections of on-Reserve water and sewer systems prior to connection and on a regular basis, following protocols;*
10. *assessing its water and sewer services at least [Insert Frequency] per term; and*
11. *providing an annual report on water and sewer services delivered.*

7.15 The First Nation must construct, at its sole cost, to a standard agreed to by the Municipality, any works required for the purpose of connecting:

1. *Properties on the Lands to the Municipal Water System; and*
2. *Properties on the Lands to the Municipal Sewer System,*

to be constructed on the Reserve.

7.16 The First Nation owns and is responsible for the sole cost of operations, maintenance, and replacement of any infrastructure on-Reserve required to connect the properties on Reserve to the Municipal Water and Sewer Systems.

7.17 The First Nation will retain a Professional Engineer to design and to provide engineering services for the construction of infrastructure on-Reserve, which the Engineer shall certify to the Municipality that such works have been constructed to Municipal Specifications. The Engineer’s certification must be delivered to the Municipality, along with the Engineer’s inspection records and as-built drawings before any new Reserve System may be connected to the Municipal Water or Sewer Systems.

7.18 The Municipality must construct any required extension of or connection to water and sewer services on Municipal property or within a Municipal right of way. Costs will be paid for as per *[Enter Schedule]* and will be the property of the Municipality and will be owned and maintained by the Municipality.

*Adjust this clause to reflect to individual circumstances of each MTSA.*

7.19 The costs for future capital upgrades to the water and sewer systems will be funded jointly by the First Nation and the Municipality as per Schedule *[Enter Schedule Number]*.

*Adjust these rights of access as required or instead include the general Rights of Access general provision under Part X – General Clauses.*

7.20 The First Nation permits the Municipality’s operators and maintenance personnel to enter the Reserve to inspect the water and sanitary sewer systems.

## PART IV – SOLID WASTE SERVICES

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Adjust level of service parameters as needed to align with the required level of service outlined in your checklist.*

### SOLID WASTE SERVICES

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Adjust these services and include limits as required based on your checklist.*

8.1 During this term, the Municipality shall provide Solid Waste Services to the Lands in accordance with the terms and conditions in this Agreement:

* 1. *collection and disposal of solid waste [Enter Frequency of Service] limited to [Enter Size and Number of Bins];*
  2. *collection and disposal of recycling [Enter Frequency of Service] limited to [Enter Size and Number of Bins]; and*
  3. *collection and disposal of compost [Enter Frequency of Service] limited to [Enter Size and Number of Bins], to residential properties on the Lands.*

*Adjust this clause and the penalty (if applicable) based on your specific situation.*

8.2 The First Nation acknowledges the Municipality prohibits the collection of:

1. *large items;*
2. *hazardous materials;*
3. *industrial waste; and*
4. *commercial waste,*

and the inclusion of any of these materials will result in a penalty of *[Enter Penalty]*

per occurrence.

*See Checklist: MTSA Development (***Tool 4.1)** *– 5.0 Roles and Responsibilities. Adjust these responsibilities and other responsibilities below as required.*

8.3 On the first day of [*Agreed Upon Month, Usually the Month the Agreement Came into Effect*] during each year of the Term, the First Nation shall provide the Municipality, in a form and with content agreed upon by the Parties, information regarding all residential parcels of property within the Lands.

8.4 Co-ordination of the provision of Solid Waste Service to be provided to the Lands shall be the responsibility of the Municipality. The First Nation agrees to expend all reasonable efforts in supporting this coordination function.

8.5 In addition to responsibilities required by this Agreement, the First Nation is responsible for:

1. *ensuring access to reserve pick up areas;*
2. *maintaining the collection bins;*
3. *managing communications with residents;*
4. *enforcing rules and bylaws pertaining to banned substances and bin volumes; and*
5. *updating the service area.*

8.6 The Municipality owns and is responsible for maintaining waste collection equipment.

8.7 The [*Specify First Nation or Municipality*] owns and is responsible for the sole cost of providing the collection bins within the Lands.

*Adjust these rights of access as required or instead include the general Rights of Access general provision under Part X – General Clauses.*

8.8 The First Nation permits the Municipality’s solid waste operators or other designated personnel to enter onto Reserve to:

1. *pick up waste, recycling, and compost; and*
2. *deliver community recycling education.*

*See Checklist: MTSA Development (***Tool 4.1***) – 4.0 Level of Service. Revise this clause based on the conditions under which service can be interrupted and what obligation the Municipality will have if services are interrupted.*

8.9 The First Nation acknowledges services may be interrupted in the case of emergencies and maintenance or repairs. If service is interrupted for a period of at least *[Enter Time Period]*, the Municipality will make reasonable endeavours to reinstate services and provide an alternative means of providing the service.

8.10 The Municipality acknowledges the First Nation will have the same priority for return of service as municipal residents.

(a) *humane manner as it is possible under current acceptable methodology and shall be in accordance with all applicable Provincial and Federal Laws.*

## PART IX – PAYMENT FOR SERVICES

*See Checklist: MTSA Development (***Tool 4.1***) – 6.0 Rates & Payment. This template assumes an annual fee will be charged, but if a different billing/payment cycle is preferred for some or all of the services, revise the template as needed. The rate may be a combination of annual fee and consumption-based rates for metered services like water and sewer, or per-use fees for services like building inspection.*

### PAYMENT FOR SERVICES

9.1 The First Nation will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.

9.2 The fees calculated for the provision of each Municipal Service under this Agreement shall be set out in Schedule [*Name of Schedule(s)*]. The total cost of the First Nation Offset Services, as set out in [*Name of Schedule(s)*] shall be deducted from the total cost of the Municipal Services, as set out in [*Name of Schedule(s)*], and the remaining amount will be the “Annual Fee” payable by the First Nation to the Municipality.

9.3 The Annual Fee shall be recalculated and amended no later than [*Day, Month*] each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services in accordance with the relevant Schedules.

9.4 An estimate of the total cost of First Nation Offset Services and the Annual Fee for the upcoming year will be calculated no later than [*Day, Month*] each year of the Term for budgeting purposes only.

9.5 The Municipality will provide an invoice to the First Nation for the Annual Fee in accordance with [*Enter Section Reference*] in [*Annual billing date or schedule for payment installments*].

9.6 The First Nation will pay all of the Municipality’s invoices within [*Number of days*] days of issuance by *[Insert Form of Payment]*. Interest on all outstanding invoices shall accrue at a rate of [*Agreed Interest Rate*] percent, calculated monthly.

## PART X – GENERAL CLAUSES

### RIGHTS OF ACCESS

*See Checklist: MTSA Development (***Tool 4.1***) – 5.0 Roles & Responsibilities*

10.1 Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement or the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the terms of the Agreement.

10.2 The First Nation may apply to have access to the Municipality’s highways or Rights of Way for the purpose of constructing any works or services required under this Agreement, in accordance with the procedures established under [*Name of Any Applicable Bylaws, if Relevant]*.

### COMMUNICATIONS PROTOCOL

*See Checklist: MTSA Development (***Tool 4.1***) – 7.0 Communication.*

11.1 Both Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement, and as the principal contacts for operational matters pursuant to this Agreement. The Parties further agree to follow the communication protocol in this Agreement to manage issues arising under this Agreement.

11.2 Both Parties commit to proactive and open communication to support effective cooperation, joint-planning, delivery of services, and to minimize potentially undesirable impacts of the activities of one party on the other.

11.3 Both Parties will communicate proactively regarding, but not limited to the following subjects:

* 1. *Land development plans, including neighborhood plans;*
  2. *Servicing plans including long term plans, annual capital plans, and operating budgets;*
  3. *Changes to taxes, rates, and fees;*
  4. *Updates to additions to reserve and land code processes;*
  5. *Updates to community plans;*
  6. *Changes to regulatory frameworks or bylaws or bylaw enforcement procedures;*
  7. *Larger developments that may have a significant impact on rates and fees (e.g., multiplex);*
  8. *Local area service initiatives; and*
  9. *Capital projects or works undertaken by one party that may impact the business or operations of the other party.*

*Adjust this clause based on what timing is determined and what services are provided so the right people are in the room.*

11.4 Both Parties commit to meeting annually by *[Enter Day and Month]* of each year with representatives from the First Nation, Municipality, service providers and the Municipality’s Fire Chief.

### NOTICE

*See Checklist: MTSA Development (***Tool 4.1***) – 8.0 Notification. Adjust clauses based on the preferred means of contact for notice.*

12.1 Notice will be sufficiently given if written communication is delivered in person or pre-paid registered mail. The address for delivery of any notice or other written communication required or permitted to be given in accordance with this agreement, shall be as follows:

#### to Municipality:

*[Provide Address including the attention the letter should be directed to and other relevant contact information such as email addresses.]*

#### to First Nation:

*[Provide Address including the attention the letter should be directed to and other relevant contact information such as email addresses.]*

12.2 Any notice mailed shall be deemed to have been received on the [*enter day*] business day following the date of mailing.

12.3 The Parties may change their address for delivery of any notice or other written communication in accordance with Section *[Enter Section Reference]*.

*Adjust these circumstances as required.*

12.4 The First Nation will provide written notice according to the terms of this Agreement to the Municipality in circumstances including but not limited to:

* 1. *changes in service area;*
  2. *invoicing issues;*
  3. *emergencies;*
  4. *renewal of the Agreement;*
  5. *breach of the Agreement;*
  6. *request for termination of services;*
  7. *disputes;*
  8. *changes in anticipated growth and development that would impact the services provided;*
  9. *inability to full its roles and responsibilities;*
  10. *access and/or inspections; and*
  11. *services or system issues.*

*Adjust these circumstances as required.*

12.5 The Municipality will provide written notice according to the terms of this Agreement to the First Nation in circumstances including but not limited to:

1. *changes in service area;*
2. *invoicing issues;*
3. *emergencies;*
4. *renewal of the Agreement;*
5. *breach of the Agreement;*
6. *request for termination of services;*
7. *disputes;*
8. *changes in anticipated growth and development that would impact the services provided;*
9. *inability to full its roles and responsibilities;*
10. *access and/or inspections; and*
11. *services or system issues.*

### GROWTH AND DEVELOPMENT

*See Checklist: MTSA Development (***Tool 4.1***) – 9.0 Growth and Development. Adjust based on the approach to providing services to growth and development areas.*

13.1 The First Nation and the Municipality commit to discuss development plans to determine if service provision will be extended to accommodate growth and development on the Reserve in accordance with the communication protocols in Section *[Enter Section References]* and the notice protocols in Section *[Enter Section References]*.

### DISPUTE RESOLUTION

*See Checklist: MTSA Development (***Tool 4.1***) – 10.0 Dispute Resolution. Revise as needed based on the agreed upon dispute resolution process.*

14.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement, including breach of agreement.

14.2 In the event that the parties fail to resolve matter, the parties shall seek a settlement of the conflict by utilizing Alternative Dispute Resolution (ADR), When a dispute is raised, the Parties will move through the following steps sequentially until the issue is resolved:

* 1. *Informal communication between the Municipality’s CAO, the First Nation’s Band Administrator, and other relevant staff from the Municipality and the First Nation;*
  2. *Negotiation (unassisted or assisted) involving representation from the Municipality’s Mayor and Council, the First Nation’s Chief and Council, the Municipality’s CAO, and the First Nation’s Band Administrator; and*
  3. *Mediation involving the same representation as negotiation. Mediation, if required, will be binding.*

Recourse to the Courts shall be a means of last resort, except when public health or safety is concerned.

14.3 If the First Nation fails to meet the payment terms set out in the Agreement, the Municipality will provide notice to the First Nation requesting the breach be resolved in *[Enter Number of Days]* days. If the First Nation does not resolve the breach within *[Enter Number of Days]* days, the Municipality will initiate the dispute resolution process as per the terms of the Agreement.

14.4 If the First Nation is in breach of its covenants or undertakings under this Agreement other than payment terms, the Municipality will provide notice to the First Nation requesting the breach be resolved in *[Enter Number of Days]* days. If the First Nation does not resolve the breach within *[Enter Number of Days]* days, the Municipality will initiate the dispute resolution process as per the terms of the Agreement.

14.5 If the First Nation defaults on any of its payment obligations, the Municipality will not be entitled to terminate this Agreement or reduce, limit, or suspend the provision of the Municipal Services as a result of such default, but it will be entitled to exercise all of its other rights and remedies at law or in equity including the right to make a claim for monetary damages in respect of any losses or costs suffered or incurred by the Municipality as a result of such default in payment.

14.6 If the Municipality is in breach of its covenants or undertakings under this Agreement other than payment terms, the First Nation will provide notice to the Municipality requesting the breach be resolved in *[Enter Number of Days]* days. If the Municipality does not resolve the breach within *[Enter Number of Days]* days, the First Nation will initiate the dispute resolution process as per the terms of the Agreement.

14.7 Despite any provision of the Agreement, neither Party may terminate this Agreement or provide Notice to terminate this Agreement during any attempt to resolve issues through the dispute resolution process provided for in Section *[Enter Section Reference]*.

*Remove this clause if the above clauses specifying a notice period for breaches of the Agreement are preferred.*

14.8 Should either party be in breach of its covenants or undertakings under this Agreement, the party not in breach may trigger the dispute resolution process.

### SUSPENSION AND TERMINATION

*See Checklist: MTSA Development (***Tool 4.1***) –11.0 Suspension and Termination. Update these clauses as necessary.*

15.1 This Agreement may be terminated by mutual consent with a minimum of [*Number of Years*] years’ prior written notice, approved by resolution of the Councils of both parties.

15.2 The First Nation may terminate this Agreement upon [Number of Years] years’ prior written notice to the Municipality, approved by resolution of the First Nation Council.

15.3 If this Agreement is terminated by either Party, there will be a reconciliation and final adjustment of payments and contingent liabilities calculated up to the date of termination.

*Revise to reflect the agreed upon arrangement.*

15.4 This Agreement may be suspended if a dispute resolution arbitrator has concluded that suspension is appropriate, following the dispute resolution process in Section *[Enter Section Reference]* of this Agreement.

### SCHEDULES

16.1 Schedules *[List of Schedules]* attached form part of this Agreement.

### ACKNOWLEDGEMENT OF RIGHTS

17.1 Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims the First Nation may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligations of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

### LIABILITY

18.1 The Municipality shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

18.2 The First Nation shall not be liable for any damages, expenses, or losses occurring by reason of provision of the Services for any reason which is beyond the reasonable control of the First Nation, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, and other similar circumstances.

### INDEMNITY

*During the legal review of this document, work with your lawyers to draft an indemnification clause that provides indemnification for both the First Nation and the Municipality that is appropriate for your agreement. The exact wording may vary so this is best completed by your lawyer.*

### HEADINGS

20.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

### ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire Agreement between the Parties in relation to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

21.2 This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

### GOVERNING LAWS

22.1 The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

### SEVERANCE

23.1 In the event that any provision of the Agreement should be found to be invalid, the provision shall be severed and the Agreement read without reference to that provision.

23.2 Where any provision of the Agreement has been severed in accordance with *[Enter Section Reference]* and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

### ASSIGNMENT

24.1 The rights and obligations of the Parties may not be assigned or otherwise transferred.

An amalgamation by a Party does not constitute an assignment.

### ENUREMENT

25.1 The Agreement enures to the benefit and is binding upon the Parties and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

*When finalizing this agreement, ensure the signature page includes at least one clause to prevent any substitutions for the signature page.*

On behalf of the ***[NAME OF FIRST NATION]:***

[Position]

[Position]

On behalf of the ***[NAME OF MUNICIPALITY]:***

[Position]

[Position]

### SCHEDULES:

1. [*Entering Name of Schedule*]

2. [*Entering Name of Schedule*]