

An aerial photograph of a mountainous region. In the background, there are large, forested mountains under a blue sky with scattered white clouds. A large, calm lake is visible in the middle ground. In the foreground, there are roads, residential areas with houses, and some agricultural fields. The overall scene is a mix of natural beauty and human development.

# Municipal Type Service Agreements

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A Guide for First Nations Considering  
Municipal Service Agreements

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# Acknowledgements

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Image: Tk'emlúps te Secwépemc Pow Wow Grounds



Image: TK'emlúps te Secwépemc Pow Wow Grounds

# Introduction

## What is a Municipal Type Service Agreement?

A Municipal Type Service Agreement (MTSA) is an agreement between two communities, or a community and service provider, for the provision of municipal type services (e.g., water, sanitary sewer, fire protection, solid waste collection, 9-1-1/NG 9-1-1 emergency communication etc.). These agreements may also be referred to as municipal service agreements, or simply, service agreements.

The most common scenario is a local government providing services to a neighbouring First Nation, although First Nations are increasingly taking on the role of being the service provider for their neighbours. MTSA's have been – and continue to be – important mechanisms for communities to access affordable and sustainable municipal type services.

For the scope of this Guide, a service provider is generally described as a neighbouring municipality or regional district that supplements and/or complements on-reserve community utilities (e.g. supply treated water, collection of wastewater for safe treatment and discharge, etc.) or on-reserve public services (e.g., fire protection, garbage removal, etc.).

## Who is This Guide for?

The **MTSA Guide** is for First Nations communities in British Columbia that are developing or re-negotiating Municipal Type Service Agreements (MTSA's) with local governments. It will also be useful for municipal staff working on these agreements. Municipal type services include water, sanitary sewer, solid waste, fire protection, and other important community services.

First Nations communities all have unique histories, needs, and experience negotiating MTSA's. This guide is meant to provide useful information for communities in many different situations.

## Purpose of the Guide

This guide is only a starting point for the MTSA process. It is meant to encourage questions, communication, and partnership. It will not provide every answer, but it will help to:

- **Introduce** the MTSA process
- **Highlight** key questions to ask yourself, your community, and your service partner
- **Outline how** to negotiate an MTSA
- **Provide suggestions**, tips, and resources for tackling challenges
- **Point to helpful resources** developed by others
- **Identify considerations** for dealing with growth and development

## Building Relationships

For neighbouring communities, developing an MTSA is about much more than signing a technical agreement. MTSAs are unlike other service delivery contracts, like cell phone plans. If you are unhappy with your cell phone service provider, you can shop around for a new one. If you are unhappy with your MTSA or the delivery of service, there are limited other options for service delivery. Even if other options are found, communities will continue to be neighbours with interdependencies and a common stake in the future of the region.

Successful service agreements are built on strong and respectful government-to-government relationships.

Working together to develop an MTSA and to deliver services can be a big opportunity for redefining relationships between communities and improving the future for everyone in the region.

First Nations and local governments must first commit to developing this relationship before negotiating a formal agreement. For some communities, this process will be more challenging than for others, but the opportunity to strengthen relationships and improve overall quality of life exists for all communities.

Successful MTSA are built on strong and respectful government-to-government relationships.

## How to Use This Guide

The **MTSA Guide** is designed to be paired with the **MTSA Toolkit**, a companion document containing a series of practical tools and checklists that correspond with each section of the guide. Look for the tool icon on the cover page of each section in the guide to see what tools align with the section. If you are confident, you can jump directly into the toolkit, although it may be useful to read the underlying rationale contained in the **MTSA Guide** as well.

Use this guide to initiate and direct conversations with your community and service partners. Share it with colleagues and community leaders, talk about it, test it, and think about what would make it better.

# MTSA Guide Components

## ■ **Section 1: Getting Ready to Develop an MTSA**

This Section introduces the MTSA process, laying the groundwork for developing a successful MTSA.

## ■ **Section 2: Building a Government-to-Government Relationship**

The Government-to-Government Relationship outlines the approach for creating a strong and respectful relationship between First Nations and local governments.

## ■ **Section 3: Assessing Servicing Needs**

Assessing Servicing Needs outlines key steps to complete before determining whether an MTSA is the best way to acquire services, including a servicing needs assessment and feasibility study.

## ■ **Section 4: Developing an MTSA**

Developing an MTSA explores the details of preparing an agreement, including information about the MTSA process.

## ■ **Section 5: Once an MTSA Has Been Developed**

Once an MTSA Has Been Developed discusses the ongoing management of MTSA's and deals with developing and implementing good operations and maintenance practices and reviewing existing MTSA's.

## ■ **Section 6: Moving Beyond Common MTSA's**

Moving Beyond Common MTSA's explores how to approach MTSA's that are more complicated than those that provide the typical MTSA services of fire protection, water, sewer, and solid waste, or where the community needs to service new developments, re-negotiate an existing comprehensive MTSA, or pursue a joint infrastructure investment.

Look for these icons throughout the document:



**GOVERNMENT-TO-  
GOVERNMENT (G2G) TIPS**



**A CLOSER  
LOOK**



**STORIES AND  
ILLUSTRATIVE EXAMPLES**



**RELEVANT TOOLS  
FOUND IN TOOLKIT**

# Section 1

## Getting Ready to Develop an MTSA

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### **This Section will help you...**

- Prepare to develop an MTSA

### **Who should read this Section?**

- Anyone who will be responsible for leading the creation of a new MTSA or re-negotiation of an existing MTSA

# Getting Ready to Develop an MTSA

The most common cause of MTSA negotiation challenges is people diving right into the technical details, such as rates, rather than starting with the big picture in mind. Preparation is key to developing a successful MTSA, and good preparation can speed up the process overall. Rushing to create a new or updated MTSA without first laying the groundwork can result in misunderstandings that derail the process, and missed opportunities to build meaningful relationships, address underlying challenges, and achieve common goals. When preparation is done well, the MTSA process will go more smoothly and quickly, and there is a better chance of achieving a fair, mutually beneficial agreement.

Before diving into the MTSA development process, complete the following steps:

- 1. Identify one or more MTSA champions.** The MTSA champion will need to coordinate the MTSA process, bringing together an internal team and service partners as required at various times. This process will take time, so it is important to budget both time and staff fees to complete this work. If no staff member has the necessary skills, local availability, or capacity, it may be valuable to include a trusted third party, such as support from a Tribal Council or a consultant, with First Nations staff providing leadership.
- 2. Find any existing MTSA in your community.** Search your records and contact your service partner to review existing agreements. You can also contact Indigenous Services Canada (ISC) to help locate existing MTSA.
- 3. Create your internal network.** Create a network of people in your organization who will be able to help answer questions throughout the process. Public works and engineering staff will have important technical knowledge. Staff from finance, lands, economic development, and planning are also important partners and will be able to answer questions about community growth and development. Community leaders and elected officials should be engaged in discussing the community's aspirations and service needs, in addition to forming a government-to-government relationship with your service partner.

- 4. Identify the correct contacts with your service partner.** Reach out to the local government and discuss the MTSA process. Determine who will be the lead contact(s) and work with them to involve other key members of their organization, including elected officials.
- 5. Gather relevant background information.** This includes your community's goals and vision, historical MTSAs, land use plans, and any other documents that may inform which services are required. It is important to look beyond engineering documents to assess future community growth and development, potential ecological and cultural impacts, and historical information on the relationship between you and your service partner.
- 6. Conduct a needs assessment.** Before jumping into the MTSA process, it is important to first assess your community's servicing needs. See [Section 3](#) to learn more about conducting a needs assessment.

**Review this Guide and Toolkit.** The discussion in this Guide and the associated tools are designed to prepare you for the detailed MTSA process. Look for specific sections and tools that meet your unique needs.



**Think of the MTSA process as a government-to-government negotiation, not just a technical public works process. Early in the process, get your elected representatives involved and start building or strengthening the foundational relationship between governments. See [Section 2](#) for advice on developing and strengthening your government-to-government relationship.**



## From Relationship Building to Economic Development:

### Tk'emlúps te Secwépemc and the City of Kamloops

Tk'emlúps te Secwépemc (TteS) is a progressive community that shares a common river valley with the City of Kamloops. The last 20 years have seen the TteS achieve very positive economic success which has been enhanced by the long-standing servicing agreements they have established with the City of Kamloops. In 1996, the City and the TteS finalized a sanitary sewer servicing agreement, allowing the TteS to proceed with the development of their lands without the need to construct a costly wastewater treatment facility.

The negotiation of the sanitary sewer servicing agreements came with many challenges, including concerns about the impact of TteS development on the City (e.g., additional demand on roads, parks, and other City amenities). Thankfully, strong leadership and political commitment between these two communities had been established at the beginning of the process and was formalized in a Statement of Political Relationship between the Chief and Council of the TteS and

the Mayor and Council of the City of Kamloops.

The Statement of Political Relationship set out a joint understanding that both communities share the same river valley and it is in their mutual interest to “pursue a renewed and lasting relationship based on mutual respect and honour.” This document renewed the relationship, confirmed commitments, and provided the common ground upon which subsequent sanitary sewer servicing agreements can be built, resulting in a mutually beneficial arrangement. Both communities consider the resulting development on TteS lands to be a positive addition to the region.

More recently, TteS and the City of Kamloops have entered into additional service agreements, including a fire protection agreement in 2008 and a transit (bus service) agreement in 2018. Including the sanitary sewer agreement, these three relationships represent approximately \$2 million in municipal services and infrastructure programs provided annually.

#### Key Lessons:

- Documenting and adopting a government-to-government vision and key relationship principles at the outset was critical to setting the context for negotiations and implementing the MTSA.
- Growth and development in one community will inevitably have impacts, both positive and negative, on its neighboring community. Working together and building a strong relationship best enables communities to be open about their concerns for negative impacts and work together to mitigate them.

# Section 2

## Building a Government- to-Government Relationship

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### **This Section will help you...**

- Build and strengthen a government-to-government relationship

### **Who should read this Section?**

- Anyone who will be responsible for leading the creation of a new MTSA or re-negotiation of an existing MTSA
- Anyone looking to develop or strengthen their relationship with a service partner



### **Refer to the MTSA Toolkit for:**

Tool 2.1 Pre-MTSA Self-Assessment

Tool 2.2 Sample MOUs: Doig River First Nation and the City of Fort St. John

Tool 2.3 Types of Services

# Your Relationship

Relationships are at the foundation of any MTSA and play a key role before, during, and after the negotiation process. Although an MTSA is technically a legal contract between two parties, it is also a government-to-government agreement between First Nations and local governments with unique cultures, identities, and visions for the future.

MTSAs can provide much greater benefits if viewed as more than typical business contracts. Negotiating an MTSA presents an opportunity to develop a deeper understanding between partner communities, which should create further opportunities to realize mutual benefits in the future.

Negotiating or re-negotiating an MTSA can be layered and complex. During the MTSA process, your relationship with your service partner will likely be tested. Further, some communities may currently experience a strained relationship due to past events. In these cases, it will take an influential champion who has the will and the abilities to bring people together to re-build the relationship.

The **MTSA Guide** includes some basic information about First Nations and local governments that is relevant to service delivery, to help to build understanding. However, while resources like this one can be helpful, they are not intended to replace talking to each other. Reach out to your service partner, ask questions from a place of genuine intent, listen actively, and be receptive to new ideas and difficult conversations. Open, regular, and proactive communication will go a long way towards building human connections, deeper understanding, and ultimately the trust that is required to work together.

## Building Foundational Relationships

Developing a successful MTSA requires that communities understand each other's needs and move beyond a transactional relationship to a foundational relationship.



### Transactional Relationship

Neighbouring communities view each other as simply customers or service providers. The relationship may be friendly, but interactions are minimal and brief.



### Foundational Relationship

Neighbouring communities view each other as partners, with strong assets and unique ability to contribute to achieving a jointly held vision of the region.

There is no standard recipe for building a foundational relationship between communities. However, the following steps can help build and strengthen your relationship prior to initiating an MTSA process:

- Build Understanding
- Explore Potential
- Develop Principles
- Work Together

## Build Understanding

**What do you know about your neighbour? Do you understand what is important to them, their history, their vision for the future, and their day-to-day responsibilities? What common ground do you share? What things do you know for sure and what assumptions are you making? Do you think you or your colleagues could understand them better than you currently do?**

You will not be able to understand everything about your neighbours but starting a dialogue and asking questions will help to build the relationship. This will make the negotiation process go more smoothly, and it will be easier to identify opportunities to create mutually beneficial working relationships and MTSA's (e.g., structuring payments to coincide with funding, providing information in the format required for reporting or records management, identifying and implementing joint projects that benefit the region).

### When do misunderstandings happen?

Misunderstandings can occur at different stages throughout the negotiation or administration of an MTSA. They most commonly occur at the following stages:

1. Defining services to be delivered
2. Developing rate structures for services
3. Building or upgrading infrastructure for joint service delivery
4. Servicing new development
5. Getting to a decision

Staff turnover and changes to elected leadership in both First Nation governments and local governments can impose additional challenges to the decision-making process.

## Explore Potential

### **What is the potential future for this community and for this region that can be realized through strong and long-lasting community relationships?**

A vision of greater potential is a powerful motivator. If both communities can envision a future that is better than today, they are more likely to commit to working together. Once you have defined what is possible by working together, write it down. When difficulties come up during the negotiation of the MTSA, revisiting your vision can be all it takes to put the problem in perspective and remind people why working together for a better future is important.

## Develop Principles

### **How will you work together? What is at the core of what you are trying to achieve?**

Develop a set of guiding principles together with your service partner. These principles will set the tone of your work and can be brought up throughout the process to help with decision making or problem solving. A best practice is to formalize your guiding principles into a **government-to-government protocol**. More information on government-to-government protocols is provided later in this Section (page 15).

## Work Together

### **How will you work together? What is at the core of what you are trying to achieve?**

Relationships are made stronger by working together to overcome challenges and achieve results. If successful, the very process of developing and negotiating your MTSA will help strengthen your relationship.

After going through the steps of building understanding, exploring potential, and developing principles, some communities may be ready to start working on their MTSA. Other communities may wish to do more preparation work on their relationship and try working together to achieve something small – maybe a joint community event, or a small project taken on by a few staff members from both communities. Forming or re-building relationships can take time, but every successful task can build trust.

Even if you are unable to repair your relationship due to past disservices, or unable to work together on smaller tasks before beginning to develop your MTSA, assessing your relationship and past history working together will help you better understand your service partner.



## Factors for Strong Relationships

Every community – and every relationship – is unique. However, there are some factors that show up consistently in strong and productive relationships:

- Communication is open, regular, and proactive. Communities do not wait for issues or challenges to open lines of communication. Disputes are resolved using a progressive approach such as Alternative Dispute Resolution (ADR) rather than going to court.
- The relationship has been formalized in some manner (e.g., a protocol or agreement)
- Connections are made at multiple levels (zipper approach) and there is strong leadership for developing and maintaining relationships. People know exactly who to get in touch with if there is a question or problem.
- Mutual understanding has been developed of each other's rights, history, governing authority and practices, and cultures, in addition to a clear understanding of areas of shared vision and values for the region.
- Relationships were built over time, through working together to achieve mutual goals.
- Resources to build and maintain the relationship are clearly identified and dedicated, including people and financial resources.

The [Pre-MTSA Self-Assessment tool](#) in the **MTSA Toolkit** will help you assess the strength of your relationship. Use the results of this assessment to think about how your relationship may impact the MTSA negotiations and what might need to be done to improve your relationship through the process.

## Government-to-Government Protocol

A government-to-government protocol is a formal agreement between two governments – such as a First Nation and a municipality, regional district, or the Province – that establishes a foundation for the relationship and sets principles that guide how the governments will work together. The protocol recognizes that the First Nation is its own government and should be treated as such.

Government-to-government protocols do not need to be perfect – they can be updated as needed to reflect the changing nature of the relationship. Check with your community and your neighbour to see if any existing government-to-government relationships and/or protocols exist.

### Protocols

Some government-to-government protocols are high level agreements and are not linked to specific projects or negotiations (such as MTSA). They may touch on reconciliation, land, resources, economic development, communications, dispute resolution, and other areas of mutual concern.

#### Components of a strong government-to-government protocol include:

- Documented mutual respect and understanding.
- Recognized common interests.
- Commitment to open communication and cooperation.
- Addresses maintenance of relationship (frequency and format of regular meetings, information sharing protocol, briefing new staff or council, etc.).
- Identifies how disputes will be resolved.
- Underlines that neither party should compel the other to purchase additional services nor unduly restrict development of the other's land.

### Memorandum of Understanding

Other types of government-to-government protocols, sometimes called Memorandums of Understanding (MOUs), build on existing relationships and are more specific, outlining how you and your service partner want to work together to develop your MTSA or accomplish some other MTSA-related goal. These agreements do not need to be long or complicated – they can consist of one-page documents that help ensure both parties are on the same page.

The **MTSA Toolkit** provides examples of recent MOUs between Doig River First Nation and the City of Fort St. John. There are two examples; the first is an MOU with general protocols that set the tone for the communities to work together and the second is an MOU specific to development and servicing, used to guide the development of MTSA for new urban reserve lands.



In addition to the components identified above, MOUs can:

- Identify all parties involved, including any external parties (e.g., representative from the Government of Canada or consultants).
- Outline when lawyers should get involved.
- Outline communication protocols.
- Outline the plan for developing an MTSA. For example:
  - How are we managing the pre-work? E.g., how are we providing information for a study needed to develop an MTSA? How are we sharing work or studies that are completed by consultants hired by one party?
  - When do we need to share information at the political level? What information needs to be shared with our Chief and Council and their Mayor and Council?
  - What is the timeline for negotiating the MTSA?
  - What resources are we using to develop our MTSA (e.g., a template or guide)?

## When is a Protocol or MOU Required?

Government-to-government protocols or MOU's are not *required* prior to beginning the MTSA process but are useful for formalizing the relationship. Many communities have found that the successful negotiation of an MTSA can take years and may overlap with periods of staff or political transition. For these communities, having a signed government-to-government protocol in place allowed new staff members or political leaders to trust in the work done in the past and continue the process. Developing MOU's prior to negotiating a service agreement can establish the guiding principles that will inform the MTSA and can make the MTSA negotiation go much more smoothly.

A government-to-government protocol may be beneficial if any of the following apply to your situation:

- You are starting a new MTSA with a service partner you have never worked with before.
- Either you or your service partner has recently had major staff turnover and the working relationship between representatives is new.
- You and your service partner have a history of poor communication or misunderstanding.
- You are starting a major update to an MTSA.
- You are negotiating a capital contribution from Indigenous Services Canada (ISC).
- You and your service partner are planning a major upgrade to infrastructure.



## Community to Community Forum

Strong relationships are built on trust, understanding, and dialogue. Since 1999, the Union of BC Municipalities (UBCM) has worked to enable relationship building between First Nations and local governments through their Regional Community to Community Forum program (C2C).

The program is designed specifically to help community leaders connect by offering a small grant used to help cover the costs involved in hosting a forum event. Since the program began, approximately 630 forums have been hosted by First Nations and local governments across BC.

Depending on the state of your existing relationship, C2C Forums can be used to get to know your neighbour, establish a Memorandum of Understanding, or discuss more targeted topics such as MTSAs, tourism, and economic development strategies.

The C2C Forum program is administered over the course of the fiscal year (April 1 to March 31) and two calls for applications are generally announced each year – in the spring and fall. For more information, including eligibility criteria and applicant guides, visit [www.ubcm.ca/c2c](http://www.ubcm.ca/c2c)

## Understanding Governance Structures

Federal, provincial, regional, municipal, and First Nations governments operate under different legal frameworks and have different roles and responsibilities when it comes to service delivery. Understanding these nuances will allow you to see services delivered from your partners' perspectives, which will facilitate negotiation and strengthen your relationship. Some of the differences and similarities between these governments are outlined below.

### Federal and Provincial Governments

A priority of the federal government is for First Nations to have access to safe, clean and reliable drinking water, and also to ensure the appropriate management of wastewater and provision of other essential services. While some services are delivered by the First Nation to their community members, Indigenous Services Canada may provide funding for other infrastructure services on reserve provided by neighboring jurisdictions.

Provincial governments do not typically deliver municipal-type services directly, however they impact service delivery from local governments through legislation.

### Regional Districts

Regional Districts are responsible or involved with the delivery of a number of services in both municipalities and First Nation communities. [Tool 2.3: Types of Services](#) in the **MTSA Toolkit** provides more detail on the services provided by different levels of government.

### Municipal Governments

Getting to a decision when negotiating MTSA's can be a challenge because local governments and First Nation governments operate using different structures and hierarchies, so it is not always obvious who to talk to when questions need answering or decisions need to be made.

Canadian municipalities are often referred to as "creatures of the province," as they must adhere to provincial legislation that governs municipal affairs. The governance and structure of municipalities is relatively consistent as all local governments in BC (with the exception of Vancouver) are governed by the *Local Government Act*. Municipal elections take place every four years, on the same date throughout the province. Newly elected officials may need to be briefed of the negotiations and any existing government-to-government protocol before they are ready to fully participate in making decisions.

Some larger local governments can have internal staff hierarchies that need to be navigated. Different levels within the hierarchy will be able to provide different types of information relevant to the MTSA and will have differences in decision making authority. Work with your contact at the local government to identify the correct staff and effectively navigate the bureaucracy.

Local governments do not have unlimited funds for infrastructure and services. They are expected to deliver more and more services to their citizens, while also keeping up with replacing or fixing aging infrastructure. Some of the tax they collect goes to the province. Some grant money is available from senior levels of government, but it is prioritized and competitive.

It can be valuable to put in place a protocol or Memorandum of Understanding prior to getting into negotiations about specific contract terms. This agreement should include guidance for how the two organizations will communicate regularly. See [Section 4](#) for details.

Municipalities develop long-range planning documents called Official Community Plans (OCPs) which outline how land will be used and where growth will occur. Supporting the OCP are master plans for each of their main services. These documents can cover decades but are usually updated every five years or so. If a local government has not anticipated providing services beyond its boundaries in the OCP or servicing master plans, it is unlikely that they have the capacity to add First Nations communities to their system. Additionally, some municipalities do not include First Nation development projections in the OCPs or master plans even when the growth is set to occur within municipal boundaries.

If your First Nation is thinking about services and the needs of your community are changing, talk to your current or potential service partner. This is especially true if you know that your service partner is in the process of updating their OCP or servicing master plans. Starting these conversations early can ensure that the service provider can anticipate your Nation's need as they plan their systems.

On the other side of things, if your First Nation is working on its own land use planning, make sure to think about what services will be needed to meet the needs of growth on reserve. Engaging your service partner during the land use planning process can help ensure that growth in your community is met with adequate services.

## First Nations Governments

There is considerable diversity of governance systems, decision making authorities, and organizational structures among First Nations in BC. This means that what is learned about hierarchy within one community does not necessarily apply to other communities. Some key considerations are listed below.

### Government Structure

- Some First Nations actively use a hereditary leadership system and may have one or more hereditary chiefs who are involved in decision making processes. This is in addition to the system of having an elected chief and council.
- First Nations leaders may make decisions for communities as extended families, which creates a different dynamic than is experienced in local governments.
- Election dates and frequencies are determined by the First Nation's own electoral code, or by the Indian Act if the First Nation does not have an electoral code. This means that election frequencies and dates vary between communities.
- Newly elected Chiefs or council members may need to be briefed of the negotiations and any existing government-to-government protocol or agreements before they are ready to fully participate in making decisions.

### Staff Capacity

- Many First Nation governments in BC have a relatively small group of staff that are responsible for managing a broad range of services (many of which are beyond the scope of what local governments are responsible for). This can impact First Nation staff capacity.
- Staff members often have multiple portfolios to juggle. This can impact the pace at which decisions are made.

## Service Provision

- First Nation governments provide many services to their members and residents, and often to people off-reserve. They are responsible for providing local services, as well as many services that are provided by the provincial and federal government for non-Indigenous communities, including education, housing, public health, and others. See [Tool 2.3](#) for more details on the types of services offered by each level of government.
- Even if their members are using services provided by local governments, such as parks, recreation, roads, or libraries, they may also be providing similar services that benefit others from outside their community.
- Local government bylaws are not applicable on-reserve.

## Comprehensive Community Plans

- Many First Nations have Comprehensive Community Plans (CCPs) that address all key planning areas (e.g., governance, land and resources, health, infrastructure development, culture, social issues, and the economy) through a holistic planning process, similar to municipal OCPs.

## Government-to-Government Context

- The government-to-government context is a foundational aspect of negotiating MTSAs.
- These agreements are distinctly different from Municipal Developer Agreements (MDAs), where local government staff play the role of regulator and land will be left with the local government if a developer leaves. With MTSAs, staff must instead play the role of government-to-government negotiator.
- This can be challenging and requires strong policy and relationship building skills – not simply technical ability. This is where a government-to-government protocol and a Memorandum of Understanding (see [Section 3](#)) can be useful in establishing trust and building a strong working relationship.



Image: Tsleil-Waututh Nation

# Section 3

## Assessing Servicing Needs

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### **This Section will help you...**

- Determine which services your community needs, and the level of service required
- Determine the infrastructure needed to provide this level of service
- Determine the feasibility of providing those services
- Determine the one-time capital costs and ongoing service delivery costs

### **Who should read this Section?**

- Anyone tasked with determining the servicing needs and costs for their community
- Anyone tasked with determining if an MTSA is the best option for their community
- Anyone tasked with preparing an MTSA



#### **Refer to the MTSA Toolkit for:**

Tool 3.1 Checklist: Understanding Your Servicing Needs

Tool 3.2 Checklist: Conducting an MTSA Feasibility Study

# Understanding Your Servicing Needs

To assess your servicing needs, you will need to address key questions such as:

- What services are needed (e.g., water, solid waste collection)?
- What level of service is required (e.g., quantity/quality of water, frequency of waste pick up)?
- What options are available for service delivery (e.g., through MTSA with neighbouring community, MTSA with a private contractor, or building and operating infrastructure)?

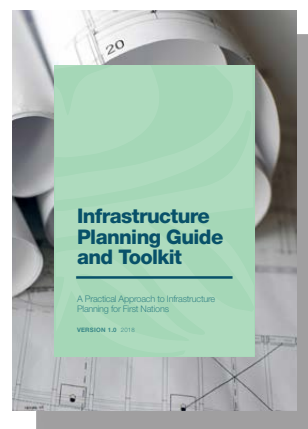
Answering these questions will help you determine whether an MTSA is the best way to get the services you need. These questions should be explored with people who are most familiar with your community's planning, engineering, operations, and finances.

**Tool 3.1** in the **MTSA Toolkit** provides a checklist for keeping track of the tasks you need to do to understand your service needs.

## Helpful Resource: Infrastructure Planning Guide and Toolkit

The Infrastructure Planning Guide and Toolkit supports First Nations with infrastructure planning to help achieve the community's vision and goals. The Guide and Toolkit will help you conduct your service needs assessment and:

- Gain a better understanding of the community's infrastructure
- Lead or support infrastructure planning in the community
- Work with the community to identify its vision and goals, and how to achieve them
- Prioritize the community's infrastructure needs
- Make sure the community's infrastructure helps achieve the community's vision and goals and is affordable over the long term



The Guide can be downloaded from:

<https://www.nautsamawt.org/infrastructureplanningguide>

## Determining Needed Services

Review the broader community plans and your community's vision.

- What services do you currently not have, that you need to achieve the goals and objectives in the short and long term? (E.g., bulk water supply to a new residential development)
- Which services do you currently have, that you may expand or improve if you have the opportunity? (E.g., improving the level of service for fire protection)
- Are there opportunities for your community to provide a service to a neighbouring community? Looking for win-win opportunities with local governments or other potential service partners can contribute to a healthy government-to-government relationship.

## Determining Desired Level of Service

Level of service is the quality and/or quantity of service provided to the community. Depending on the type of service, level of service may be decided by the community (e.g., for solid waste, is garbage picked up weekly or bi-weekly? Are recycling services provided?) or there may be other services that need to meet regulatory standards to maintain the health and safety of the community (e.g., water quality standards for the provision of water).

For each identified service need or want, determine what the desired level of service is before moving on to assessing costs.

It is important to keep in mind that level of service has a direct impact on the cost to construct, operate, maintain, and replace the infrastructure that provides the services. All communities need to identify a balance between affordability and level of service.

**Tool 4.1** in the **MTSA Toolkit** includes questions and considerations for level of service that are specific to each of the common MTSA service areas (water, sewer, solid waste, and fire protection). Discussing these questions even before you determine if an MTSA is right for you can help you to determine what level of service you require.

## CONSIDERING OPERATIONS AND MAINTENANCE



### The Importance of Operations and Maintenance in Levels of Service

Communities sometimes miss considering infrastructure operations and maintenance (O&M) when determining costs and affordability of level of service. Effective operations and maintenance are critical to delivering desired levels of service today and into the future. When considering an MTSA, it is important to understand who is responsible for operations and maintenance of which infrastructure, and how that impacts the rates in the MTSA and the overall costs of service provision.

For example, if your community has an MTSA to receive treated water at the boundary of your community, your organization will still need to perform operations and maintenance on the water mains, hydrants, and valves within your boundary for members/residents and businesses to receive clean reliable water when they turn on the tap. The cost of service delivery is the total cost of the MTSA rates plus the cost of performing operations and maintenance within your community. Certain O&M costs are eligible for funding from ISC. Funding for MTSA costs is discussed later in this section. O&M is further discussed in [Section 5](#) of this guide.

## Determining Options for Service Delivery

What are the possible ways of delivering service to your community?

- Are there opportunities to enter an MTSA with a neighbouring community or local government?
- Could you hire a private contractor?
- Could your community build and operate infrastructure to provide the service?

Determine which of these options could deliver the desired levels of service in the most cost-effective way. Consider your goals, resources, and the costs, in the short term and the long term. The Infrastructure Planning Guide referenced above includes tools that can support you in this process.

## Conducting a Feasibility Study for an MTSA

**This step assumes that your community is interested in pursuing an MTSA with a neighbouring community or a private service provider.**

A feasibility study will help you to determine what needs to happen, in more detail, to deliver services through an MTSA. Going through this process helps you to confirm if an MTSA is the best option to meet the service needs in your community. In this stage, you will address key questions such as:

- Will new or upgraded infrastructure be needed (in your community or your neighbouring community) to provide the required level of service?
- What will the impacts be on offsite infrastructure, and is there a way to mitigate these impacts?
- What will it cost to build or upgrade infrastructure?
- What are the pros and cons of receiving service through an MTSA, in the near term and the long term?
- Is the MTSA still the best option for your community?

Answering some of these questions will require working directly with your service delivery partner, because they will need to provide information about the condition and capacity of the infrastructure in their community, as well as opportunities for working together to achieve shared goals.

**Tool 3.2** in the **MTSA Toolkit** provides a checklist for keeping track of the tasks involved in conducting an MTSA feasibility study.

## Determining Needed Infrastructure

New or upgraded infrastructure may be needed before entering a MTSA for a few reasons:

- **Needed infrastructure does not exist.** For example, a new trunk main may be required to provide service to a new development.
- **Existing infrastructure is in poor condition and does not meet needed level of service requirements.** For example, a sewer trunk main in poor condition may need to be lined or replaced to reduce inflow and infiltration before connecting to a neighbouring community's sewage treatment plant.
- **Existing infrastructure is at capacity and cannot handle the additional needs that the MTSA would introduce.** The impacts to a community of connecting the neighbouring area or community are called offsite impacts. For example, a water trunk main has provided service to residents in a town for many years, but the neighbouring First Nation would like to connect. The trunk main is not big enough to meet the demand of the town residents and the First Nation and needs to be upgraded before an MTSA is put in place.
- **Neighbouring communities see an opportunity to upgrade services together, to share costs and make the investments more affordable to everyone.** For example, two neighbouring communities experiencing water quality issues may choose to jointly construct a new water treatment plant that would not be affordable to either community independently.

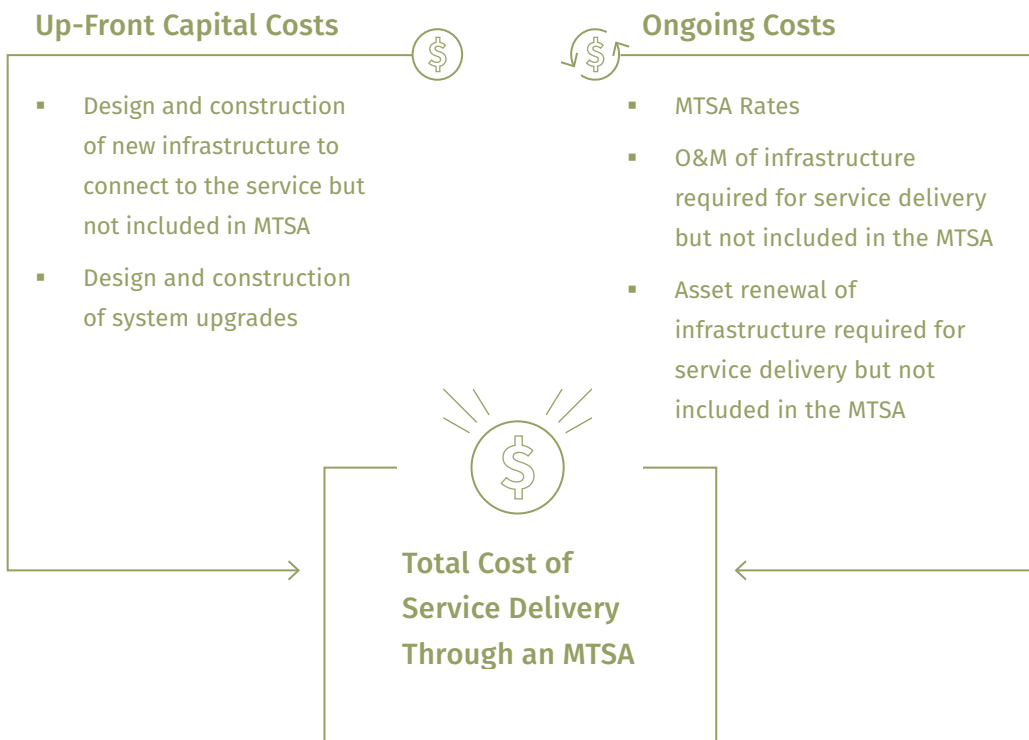
Step 8 in the [Infrastructure Planning Guide and Toolkit](#) includes more details on how to identify infrastructure needs.

Once you have determined what new or upgraded infrastructure is needed, identify which community would own the infrastructure after it is built. It is important to understand who would own the infrastructure to ensure it is clear who is responsible for on-going costs like O&M and asset renewal.

## Determining the Cost of Service Delivery through an MTSA

The total cost of service delivery through an MTSA is often more than the sum of the rates paid to the service provider.

There are two types of costs to consider – up-front capital costs for infrastructure and ongoing costs for service delivery that includes MTSA rates, and potentially O&M and asset renewal for local infrastructure.



### Determining Up-Front Capital Costs

These are the initial costs to design and construct new or upgraded infrastructure that you determined is required to deliver the service. Identify who will be responsible for the up-front capital costs of the components of the infrastructure system. Be specific. For example, if the agreement is for the provision of sewer services, you may ask yourself these questions:

- Is there a connection point? Who is responsible for the initial capital costs of constructing the connection?
- What infrastructure is required up to the connection point on the service provider's side?
- What infrastructure is required in the community receiving the service?

Keep in mind infrastructure requirements may consist of new infrastructure or upgrades to existing infrastructure (e.g., larger water or sewer pipes, or expansion of treatment plants).

### Ongoing Costs

Ongoing costs are the continuous costs associated with delivering the desired level of service, including MTSA rates, and the operations and maintenance and asset renewal or replacement of local infrastructure.

**MTSA Rates.** The service provider needs to clearly understand what it will cost them on an ongoing basis to provide the service. This includes the cost of operations, maintenance, and asset renewal. These costs will inform how rates are set, to cover the cost to the service provider. If the service provider is a neighbouring community, it is appropriate to be transparent about these costs so that the community receiving the service understands how the rates are determined and whether they are fair.

These ongoing costs will need to be apportioned between the service provider and the First Nation fairly and the best way to do this is user pay - costs are apportioned based on the level of benefit received. There is no one 'right way' to apportion costs as this may depend on the amount of information available on costs and the specific circumstances; however, a few potential approaches are provided here. You will need to work with your service provider to determine the best approach you both agree on for your MTSA.

Costs may be apportioned based on:

- **Unit** – number of homes or number of solid waste bins to pick up on a regular rotation
- **Population** – serviced First Nation population as percentage of total serviced population
- **Flow** – amount of flow for water and sewer from the serviced First Nation as a percentage of total flow from the serviced population (a meter is required to provide this information)

More information on developing rates is included in [Section 4](#).

**Local Infrastructure Lifecycle Costs.** For the community receiving the service, ongoing costs may also include costs of operating, maintaining, and renewing or replacing assets that are required to deliver the service but are not included in the MTSA rates (e.g., a local water distribution system).

## Funding Your Costs

### Funding Up-Front Capital Costs

Up-front capital costs of new infrastructure should not be included in an MTSA as they are a one-time cost, and the MTSA is focused on ongoing service provision. Capital projects may receive funding from Indigenous Services Canada (ISC) under the First Nations Infrastructure Investment Planning process, or your community may have other plans to finance and fund the infrastructure. If your new infrastructure requirements are needed to service growth, there are funding tools such as development cost charges that should be explored to see if they are appropriate for your needs. If one community is making a financial contribution toward infrastructure in another community, the amount of contribution should be documented in a separate Capital Contribution Agreement. If the capital contribution is relevant to the ongoing MTSA, the capital contribution agreement can be referenced in the MTSA or included as a schedule.

### Funding Ongoing Costs

All services delivered will have ongoing costs that will require some funding from your First Nation. The costs outlined in an MTSA represent the costs to receive the service from the local government or service provider. Your plan for service delivery should include a plan for generating revenue to cover the ongoing costs of service delivery within your community. Potential sources of revenue include user fees, charges, payments on leased land, or other sources of revenue that your community may have access to. A best practice is to connect the source of revenue to those who are benefiting from the service.

Some services are eligible for funding from ISC based on eligible costs if they directly service the residential portion of the community occupied by Band members. These services include: water supply and/or distribution, wastewater (sewer) collection and disposal, fire suppression, 9-1-1/NG 9-1-1 emergency communication, garbage collection, disposal, and recycling (solid waste), and overhead street lighting.

### Services Eligible for ISC MTSA Funding



Some services that are commonly included in MTSAs that are not eligible for funding from ISC include, for example, policing, building inspection, snow removal, animal control, parks and recreation, and infrastructure services provided to the leased portion of the on-reserve community or for economic development. The First Nation should determine if these are legitimate costs that the First Nation should pay for and ensure that other sources of revenue (e.g. taxation, economic development revenue, etc.) are in place to cover these costs. ISC O&M funded infrastructure that serves a community should be managed by the community, with regular O&M being performed by their own public works department, contractors, or a combination of the two based on skills required. These costs are not eligible for an MTSA funding contribution by ISC.

## Re-assess the MTSA Option

Now that you have worked with your potential service partner to answer the key questions about service delivery and have determined how service delivery costs would be allocated, assess whether an MTSA is still the best option. Are you and the service provider on the same page about the services that are needed, the feasibility of any new or upgraded infrastructure, the costs of service delivery and allocation of these costs? If an MTSA still makes sense for your community with the proposed service provider, move on to [Section 4](#) to develop your MTSA. If it is not clear, review the other options (e.g., partnering with another service provider, or building and operating the infrastructure yourselves) keeping in mind the additional information you have learned through this process to assess if another option may be a better choice.

# Section 4

# Developing an MTSA

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## This Section will help you...

- Understand the key components of an MTSA
- Write an MTSA

## Who should read this Section?

- Anyone about to draft an MTSA



### Refer to the MTSA Toolkit for:

Tool 4.1 Checklist: MTSA Development

Tool 4.2 Checklist: Developing Rates

Appendix A: MTSA Template

# MTSA Components

Once you have assessed your servicing needs and developed a relationship with your proposed service partner, you can begin the process of developing an MTSA. There are eleven MTSA components or contract terms that are common to most MTSAs. These components are introduced below and described in greater detail in [Tool 4.1 Checklist: MTSA Development](#) in the **MTSA Toolkit**.

1

## Term of Agreement

Determines the length of commitment you and your service provider are agreeing to (to receive/provide services).

---

2

## Renewal Terms

Renewal terms make it clear whether the agreement can be renewed, and the conditions for renewing it. Renewals can reduce administration time and help maintain consistency.

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3

## Service Area

Identifies the specific units, buildings, or geographic areas that will receive services, ensuring clarity for the First Nation, residents, and the service provider.

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4

## Level of Service

Describes the amount and qualities of the service being provided and received. [Section 3](#) of this Guide will help you to define the level of service to be included in the MTSA.

---

5

## Roles and Responsibilities

Outlines what each party is responsible for under the agreement, ensuring the agreement functions consistently as intended.

6

**Rates and Payments**

Describes the cost of service (rates) and procedures for payment (including explaining how costs are determined) and references any capital costs that were paid to establish the service.

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7

**Communication**

Outlines how the parties will continue to formally communicate throughout the life of the MTSA, helping to proactively build a working relationship, coordinate activities, address issues, and maintain consistency through changes in staff or leadership.

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8

**Notification**

Outlines when each party needs to contact one another and the procedures for doing so, ensuring a written record of key decisions, changes, issues, etc.

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9

**Growth and Development**

Establishes the processes for adding additional units, buildings, or geographic areas to the MTSA, ensuring that future growth can be accommodated and negative external impacts can be mitigated. Plans for growth and development can have regional impacts and should be made in collaboration between First Nations and local governments.

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10

**Dispute Resolution**

Establishes a process and procedure for dealing with a disagreement between the parties.

---

11

**Suspension and Termination**

Describes the conditions and procedures for temporarily stopping services (suspension) or ending an agreement before the end of its term (termination), establishing a clear and fair process for action if the agreement terms are not met.

# MTSA Process

Developing an MTSA is a collaborative process that can involve a significant amount of negotiation. As outlined in [Section 2](#), it is helpful to have already established a strong relationship with your partner as this will enable a collaborative process.

## Prepare to Negotiate

Prepare for the negotiation process by reviewing your service partner's bylaws that lay out relevant information such as user rates, service levels, and regulations. Next, work with your partner to define a process for negotiation, conflict resolution, and drafting the MTSA. Determine how decisions will be made, how you will communicate those decisions, and who will write the draft agreement.

### Guidelines for Effective Negotiation



1. Separate people from the issues being negotiated
2. Focus on each other's interests, not positions
3. Generate different options for mutual gain
4. Base the negotiation on objective criteria

*Source: Getting to Yes by Roger Fisher and Bill Ury*

## Make Key Decisions

Next, work through the key decisions for each of the MTSA terms, making sure to discuss the considerations. [Tool 4.1 Checklist: MTSA Development](#) in the **MTSA Toolkit** can be used as a discussion tool as you negotiate these decisions with your service partner. **Appendix A** of the **MTSA Toolkit** also contains an MTSA Template. Together, the MTSA Development Checklist and the MTSA Template will help you develop a first draft of an MTSA for legal review and input.

**Tool 4.1 Checklist: MTSA Development** was created for First Nations thinking about, or in the process of, preparing an MTSA. It is designed to support you in the decision-making and negotiation process. The MTSA Development Checklist is also a great way to quickly introduce the key components of MTSA to Chief, Council, and staff. See the **MTSA Toolkit** for more information.

Document and communicate the key decisions made, even if these are just opening points for further negotiation. Ideally, work back and forth with your MTSA partner to get to a set of key decisions that you agree on. Avoid getting into legalese too early in the process.

## A CLOSER LOOK



### Developing Rates

Before developing rates, make sure you have worked through [Section 3](#) to fully understand what makes up the costs that will be included in the MTSA.

To develop rates, start by gathering information about how the service provider currently charges for services and what level of service those customers receive. If your service delivery partner is a local government, they will have publicly available bylaws for services such as water, sewer and solid waste collection that list the rates that residents are charged (or charges may be identified in a Fees and Charges bylaw).

After you have collected this information, compare the level of service your community requires with what the local government is already providing to determine if it is comparable. If so, it will likely make sense to structure the MTSA rates to align with the rates charged to existing customers. If there is a mismatch in level of service provided, you will need to determine what rate structure makes sense for your MTSA.

When determining a rate structure, it is important to balance fairness with administrative efficiency. Make sure the rate structure can be easily understood and administered. Consider the different rate structures shown in the table on the following page to determine the rate structure that makes sense for your MTSA.



Rate Structure	Example	Considerations
<b>Formula</b>	Percentage of total service area; based on buildings, assessed value, operating budget	<ul style="list-style-type: none"> <li>Less detailed data on customers is required (e.g., number of homes or actual use of service)</li> <li>Allows for predictability of costs and revenues</li> <li>Local governments often charge for fire protection based on a formula like assessed value</li> <li>Assessed value is typically not available on reserve</li> </ul>
<b>Frequency</b>	Number of pickups for solid waste	<ul style="list-style-type: none"> <li>Easy to understand and update as needed</li> <li>Useful when all users require the same service or specific levels of service by customer type (e.g., residential versus non-residential)</li> <li>Allows for predictability of costs and revenues</li> <li>Useful services where a fixed fee per use makes sense (e.g., solid waste pickups, building inspection)</li> <li>Not appropriate for all service types (e.g., water, sewer)</li> </ul>
<b>User fee (flat rate)</b>	Flat rate per house, building type, or connection size	<ul style="list-style-type: none"> <li>Easy to understand and administer</li> <li>Allows for predictability of costs and revenues</li> <li>Fees based on building type assume all connections of a certain type have similar use patterns (e.g., all commercial uses are the same)</li> <li>Fees may not accurately reflect service use</li> </ul>
<b>Consumption (volumetric)</b>	Volume of water used or sewer to be treated (m3) based on use	<ul style="list-style-type: none"> <li>Charge is based on amount of service used – direct correlation between cost and benefit</li> <li>Incentivizes lower demand for services</li> <li>Requires metered data to be available</li> <li>Costs and revenues will fluctuate</li> </ul>
<b>Combination (flat rate and volumetric)</b>	Flat rate per building or connection, plus volume of water used	<ul style="list-style-type: none"> <li>Recognizes costs that are constant and costs that fluctuate based on demand</li> <li>Easily adapts to changes in need (e.g., economic development)</li> <li>Provides incentives for reduced demand</li> <li>Provides some stability in costs/revenues</li> </ul>

## Comparing Rates

Regardless of what rate structure makes sense for you and your service provider, it is a good idea to compare the proposed rates to the service provider's current rates to check for reasonableness. Keep in mind it may be difficult to get a good comparison.



Rates may be lower if:

- Operations and maintenance of infrastructure on reserve is provided by the First Nation
- A lower quantity of the service is being used (e.g., water or sanitary sewer)

Rates may be higher if:

- Municipal rates are tax supported, meaning they are paying additional costs that are not included in their utility rate
- More of the service is being used (e.g., water or sanitary sewer)

Within municipal boundaries, services are brought to the curb (where it is connected to a home or other building), whereas in many MTSA agreements, the services are only brought to the boundary of the First Nation community. This means that the First Nation is responsible for further connections, operations, and maintenance to connect the service to the curb. These additional requirements should be considered when comparing rates.

This illustrates the need for communities to discuss their rates in an open and transparent manner, to have a clear understanding of what costs make up the service and what level of service is included in the rate.

Local governments will not necessarily have conducted a full cost of service analysis to understand the cost of providing a single service or select grouping of services (e.g., water and fire protection). In this case, it may be more important to determine a rate structure that is determined separately from the actual cost of providing a service, but still represents fair payment for the service received.

**Tool 4.2** in the **MTSA Toolkit** provides a checklist for keeping track of the tasks involved in developing rates.

## Draft and Finalize the Agreement

Once you agree on the components of your MTSA, it is time to draft the agreement. It is helpful to have planning/operational staff from both parties involved in drafting the agreement, as they will have the subject matter expertise required to decide what risks are acceptable in the agreement. Once the MTSA has been drafted, it is time for a legal review. A lawyer can help you draft your MTSA, or they can review a draft that you or your partner has prepared. The lawyer can also help you define standard details, such as:

- Schedules
- Acknowledgement of Rights
- Liability and Insurance
- Indemnity
- Amendment
- Assignment
- Headings
- Entire Agreement
- Governing Laws
- Enurement

MTSAs are legal documents, but many of the key decisions to be made require understanding of service delivery operations and business. This means that it is important to have legal review included throughout the process, but ideally the process should not be led by legal counsel. Your MTSA should be reviewed to ensure that it is legally sound and represents your First Nation's rights and interests.

### A CLOSER LOOK



## Legal Review

It is important to get a lawyer involved at the right time and in the right way, as many lawyers will not have the specific business and operational experience required to inform key decisions in an MTSA. Too early and you may spend time and resources spinning your wheels on legal details when you have not even set policy directions with your service partner. Too late and you may find problems with your MTSA after everyone has already agreed to the terms.

In cases where you have a great relationship with your service partner and a long-standing existing agreement that needs only minor updates, bringing a lawyer into the process early on can be beneficial, as they can review final details.

Where there is a lot of work to do – such as discussing the broader goals, vision, policy questions, and key service delivery questions – legal counsel should be brought in later, once these questions are answered. Such cases may include:

- Starting a new MTSA
- Making major changes to an existing MTSA
- Planning large capital investments
- Changing how the service is provided
- Changing the service itself

# Section 5

## Once an MTSA Has Been Developed

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### **This Section will help you...**

- Understand the ongoing work required to administer an MTSA
- Develop and implement good operations and maintenance practices
- Conduct technical and strategic reviews of an existing MTSA

### **Who should read this Section?**

- Anyone tasked with operating and maintaining infrastructure that provides services to the community
- Anyone involved in administering an MTSA
- Anyone reviewing, updating, or re-negotiating an MTSA



### **Refer to the MTSA Toolkit for:**

Tool 5.1 Checklist: Good Practices for Operations and Maintenance

Tool 5.2 In-Depth Technical MTSA Review

Tool 5.3 In-Depth Strategic MTSA Review

# You Have an MTSA... Now What?

Having a finalized agreement in hand is reason to celebrate, but the signed agreement alone does not guarantee successful, sustainable service delivery. Once you have an MTSA, you begin the process of administering the agreement. This is when both partners actively take steps to carry out the responsibilities agreed to in the MTSA, track progress, identify and address any issues that come up, and ensure the agreement continues to work for all partners overall. Ideally, the MTSA itself will provide direction on how to administer the agreement, although this is not always the case.

In addition to carrying out standard duties of delivering and paying for services, successful service delivery through an MTSA requires three components:

- Regular communication between parties
- Carrying out operations and maintenance responsibilities
- Reviewing the MTSA at key points during the term of the agreement

This Section explores these components in greater detail and offers tools and advice to help you successfully administer your MTSA.

## Regular Communication

Regular communication between parties is critical to the success of the agreement and the sustainable delivery of services through the MTSA. Throughout administering your MTSA, consider both proactive and reactive communication. Reactive communication happens by default when issues arise that require addressing. Proactive communication is about checking in and having conversations at regularly planned intervals, even if it feels like there is nothing urgent to address. Proactive communication is often not a priority because everyone is busy but is critical to keeping everything running smoothly.

Regular, proactive communication will help you:

- **Identify and resolve issues early on.** It is normal for issues to arise throughout the administration of an MTSA, such as planned or unplanned service interruptions, miscommunication about infrastructure operations and maintenance responsibilities, questions about rates and payments, changes to bylaws or regulations, or changes to the schedule of service provision (e.g., solid waste collection). Often, the earlier an issue is raised, the easier it is to deal with.
- **Identify areas of improvement for your MTSA.** As you administer your MTSA, you may find that some terms may need to be modified, deleted, or added to better serve both parties. These may come up through observation or may be identified through a more thorough assessment of your MTSA (see further information below about reviewing your existing MTSA). Discussing these areas of improvement together can help speed up the process of changing or re-negotiating the agreement in the future.
- **Continue to build your relationship.** Whether your MTSA is with a private service provider, or with a neighbouring community, having a healthy relationship between the parties can improve service delivery and overall satisfaction with the MTSA. Regular communication can help to build mutual understanding and continue to strengthen your relationship.
- **Identify other mutually beneficial opportunities to work together.** MTSAAs can be a great starting point for communities working together. Through regular communication, issues and opportunities beyond the MTSA may come up. You may find that your communities share challenges or opportunities and could benefit from working together on other initiatives.

## Who Should be Communicating?

Proactive communication is helpful at all levels of staff and government. Communication at all levels provides an opportunity for shared knowledge, learning, and capacity building for both parties.

Communication Level	Considerations
<p><b>Among technical Staff (e.g., between Public Works staff)</b></p>	<ul style="list-style-type: none"> <li>▪ Typically, the most frequent type of communication between communities with an MTSA.</li> <li>▪ Depending on the service(s) covered in the MTSA, communication may be scheduled to happen as frequently as once a month or bi-monthly.</li> <li>▪ Usually focused on sharing observations, discussing O&amp;M practices, raising questions, resolving technical service delivery issues, or sharing plans/projects that may impact service delivery (e.g., infrastructure repairs or upgrades).</li> <li>▪ Often, if issues cannot be resolved at the level of technical staff, they may elevate to senior management level.</li> </ul>
<p><b>Among administrative/ Senior Staff (e.g., between Senior Management)</b></p>	<ul style="list-style-type: none"> <li>▪ Proactive communication between senior management should be scheduled two – four times per year, depending on the pace of change in the communities.</li> <li>▪ Topics of conversation should include MTSA issues and opportunities, and broader community priorities, projects, and plans – whether they are immediately related to the MTSA or not.</li> <li>▪ Special attention should be paid to the period before the re-negotiation of an MTSA. Meeting six months to a year in advance of the MTSA expiry date provides adequate time to evaluate the existing MTSA and identify opportunities to improve it.</li> </ul>
<p><b>Among political leadership (government-to-government)</b></p>	<ul style="list-style-type: none"> <li>▪ Typically, the least frequent level of communication but very important to maintain and build your government-to-government relationship.</li> <li>▪ Proactively scheduled meetings may be established once or twice per year.</li> <li>▪ Reactive communication may be required to resolve MTSA issues. Typically, only major MTSA issues or opportunities reach the level of political leadership – most other issues can be appropriately resolved at the staff level.</li> <li>▪ Topics of discussion may include the MTSA, especially when it is time to re-negotiate the MTSA. Topics may also be broader, looking to changes in the community, future plans, and opportunities to work together.</li> </ul>

## Operations and Maintenance

Regular O&M is necessary for sustainable service delivery, whether a service is delivered through an MTSA or not. Without proper O&M, infrastructure or equipment could fail prematurely, leading to short or long-term disruptions in service that can negatively impact the community and be costly to fix.

For systems that are connected (e.g., water systems and sanitary sewer systems), O&M practices in one of the MTSA partner's community can impact level of service in the other community. For example, a community receiving sanitary sewer service should ensure it is controlling inflow and infiltration to help ensure its partner's downstream system does not overflow.

When receiving a service through an MTSA (either through a private service provider or neighbouring community), you should know:

- **How your service provider is approaching O&M.** Are they conducting regular, proactive maintenance to ensure they can maintain the level of service you are paying for? Do they have strategies for accessing backup equipment if their equipment fails? For example, a service provider for solid waste collection may have a backup truck that can be used if the primary truck fails or may have an agreement with an equipment rental company to access a backup truck as needed without directly owning it.
- **What your O&M responsibilities are and how these will be completed.** If your community owns any of the infrastructure required to deliver services, your community will be responsible for the O&M of that infrastructure unless your service agreement specifically states that O&M services will be provided by your service partner. Specifically included in your MTSA. These tasks can sometimes slip through the cracks when people assume that everything about the service is included in the MTSA. Your community needs a plan to complete and fund these O&M tasks, to avoid future costly disruptions to services.
- **How O&M responsibilities are built into your rates.** What assumptions about O&M have been reflected in your rates? What level of service are you paying for? Which infrastructure or equipment is considered? Does included O&M reflect regular activities, or also less frequent major maintenance activities?
- **Whether or not O&M is being conducted as planned.** For various reasons, O&M plans or schedules are not always implemented. There may be good reasons for this, but it is important to know if O&M is not being conducted because O&M is part of the level of service being paid for, and not conducting O&M could pose a risk to future service delivery.

The details of good O&M practice differ from service to service, but it is a good idea to have a conversation with your public works manager to review [Tool 5.1 Checklist: Good Practices for Operations and Maintenance](#) in the **MTSA Toolkit**.

## Reviewing an Existing MTSA

Once you have an MTSA in place, it should be reviewed regularly and at key points during the term of the agreement. This is not intended to be an onerous undertaking – rather, it is meant to foster and maintain a strong government-to-government relationship and to keep service delivery decisions top of mind when thinking about the larger community vision and goals. A review is meant to be undertaken in a spirit of collaboration. Reviews can also be very helpful in bringing new team members up to speed, so they are familiar with the MTSA and how it should be administered going forward.

There are two main types of reviews to consider: **regular check-ins** and **in-depth reviews**. The table below summarizes each type of review, including the purpose, when to do it, and what to do. Consider adding reminders in your calendar as soon as you have an MTSA in place to ensure that reviews happen when they should. These check-ins can be conducted as part of the regular communication discussed earlier in this Section. Review [Tool 5.2: In-Depth Technical MTSA Review](#) and [Tool 5.3: In-Depth Strategic MTSA Review](#) in the **MTSA Toolkit** for additional guidance to complete an in-depth review.

Type of Review	Purpose of the Review	When to do it	What to do
<b>Regular Check-In</b>	<ul style="list-style-type: none"> <li>Ensure that your community is fulfilling its MTSA responsibilities.</li> <li>Proactively identify any issues that may impact or relate to your MTSA.</li> <li>Maintain regular government-to-government (and service provider) communication</li> </ul>	<ul style="list-style-type: none"> <li><b>Ongoing basis</b> Refer to your MTSA for specific administration, notification, and communication obligations (see <a href="#">Section 4</a> and above for details). If this information is not outlined in your MTSA, work with your service partner to decide how regularly to meet at the council and staff levels.</li> </ul>	<ul style="list-style-type: none"> <li>Review basic service operations and maintenance.</li> <li>Discuss the frequency of communication, meetings and reporting and identify any required changes.</li> </ul>

Type of Review	Purpose of the Review	When to do it	What to do
<b>In-Depth Review</b>	<ul style="list-style-type: none"> <li>Reflect on how the MTSA is working for both parties.</li> <li>Consider MTSA's within the broader context of your community vision and goals.</li> <li>Assess how service provision is impacted by new/updated community plans, major developments, or other significant community changes.</li> </ul>	<ul style="list-style-type: none"> <li><b>When your MTSA is expired or about to expire</b> It is best not to automatically renew your MTSA.</li> <li><b>When circumstances that impact the MTSA change</b> E.g., if your community or your service partner's community decides to change its land use, approve a major development, build new major infrastructure, etc.</li> <li><b>Annually</b> Review annually even when no major changes have occurred.</li> </ul>	<ul style="list-style-type: none"> <li>Review the MTSA from a technical standpoint (refer to the <a href="#">In-Depth Technical MTSA Review tool</a> in the <b>MTSA Toolkit</b> for more guidance).</li> <li>Discuss strategic considerations surrounding your MTSA (refer to the <a href="#">In-Depth Strategic MTSA Review tool</a> in the <b>MTSA Toolkit</b> for more guidance).</li> </ul>



## Who Should Be in the Room?

Each time you sit down to review your MTSA, consider who should be in the room. Think about the purpose of the review and the desired outcome before setting an agenda and inviting participants.

Regular check-ins are intended to be brief discussions about ongoing service needs and should ideally include technical operations staff. In-depth reviews can involve both a technical and strategic assessment of an MTSA, including examining bigger picture questions about each service partner. Consider including a range of staff, decision makers, and political representatives at these reviews depending on the desired outcomes that have been identified. Ensure that new staff or political representatives are involved and made aware of the MTSA between the communities, the joint successes you have achieved, and the efforts that were required to achieve them.

Ideally, political representatives should meet at least once per year to discuss the success of the relationship between the communities, how to improve it, and how to proceed with any new opportunities identified (see [Section 2](#) for more guidance on maintaining and strengthening government-to-government relationships, and earlier in this Section for information on regular communication).



## Reviewing MTSA:

### Lytton First Nation and the Village of Lytton

**Date: February 2017**

Shortly after becoming the new First Nation Administrator for Lytton First Nation in 2016, Dr. Rosalin Miles initiated a review of her community's MTSA with their neighbour, the Village of Lytton. Dr. Miles shared some of her insights into the process and provided a few words of advice to new (and long-standing) First Nation Administrators undergoing the process of reviewing or developing MTSA, while explaining what motivated the MTSA review.

Every community has a unique set of circumstances and Lytton First Nation is no different. Dr. Miles reported that several interconnected events prompted Lytton First Nation to consider reviewing their existing MTSA:

- **Potential capital investment:** The Village of Lytton was planning on building a new water treatment centre and Lytton First Nation was considering providing a capital contribution. This opened the door to reviewing the existing water MTSA in light of possible investment by the First Nation.
- **Expiring agreements:** Lytton First Nation's previous MTSA used relatively short terms. This meant that the First Nation and Village had to re-negotiate every year or two to ensure that the agreements were up to date.
- **New First Nation Administrator:** Stepping into the role in 2016, Dr. Miles wanted to learn as much as she could about service delivery to the First Nation's reserves. Reviewing the MTSA gave her the opportunity to delve deeply and ensure she knew the ins and outs of how things were done.

Lytton First Nation utilized an older version of the In-Depth MTSA Review tools (see the [MTSA Toolkit](#)) to review each MTSA. Dr. Miles noted that the review tool helped by providing a step-by-step evaluation framework and identifying what kind of information needed to be collected to help with the negotiation and decision-making process. It also helped her set service levels based on community needs rather than just repeating past MTSA.

Going into the process, Dr. Miles worried that there was a "right" and "wrong" answer to each part of an MTSA. Instead, the Tool helped her understand that each component of a service agreement was unique to the First Nation and municipal partner, based on the needs and resources of the two communities. The In-Depth MTSA Review offered examples for a range of goals that were helpful in establishing priorities in the new MTSA.

Two examples were important for Lytton First Nation:

- **Previous MTSA s did not include a termination clause.** Using the review tool prompted questions about what the First Nation would do if service level targets weren't met, what they would do if they wanted a change in the way services were delivered, and how long they would need to find a new service provider if an agreement was cancelled.
- **Service areas were identified but clear expectations were undefined in previous agreements.** The review tool provided suggestions for how an agreement could be structured to achieve the desired level of service in a well-defined service area.



Images: Skatin Nation Territory

# Section 6

## Moving Beyond Common MTSAAs

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### **This Section will help you...**

- Identify when your MTSA is more complicated than those described throughout previous sections of this guide
- Understand common challenges faced by others in your circumstances
- Raise important considerations for your MTSA and the negotiation process with your technical advisors (whether your advisors are internal or external)
- Identify where further advisory support may be required

### **Who should read this Section?**

- Anyone getting ready to negotiate an MTSA that covers more than one service area
- Anyone having conversations with their service delivery partner about joint investments in infrastructure
- Anyone requiring an MTSA to service an urban reserve or major development

# Moving Beyond Common MTSA

The majority of MTSA are for a few basic services such as water, sewer, solid waste collection, or fire protection. These can be straightforward to develop with the right tools, some planning, and open communication between communities. However, as communities pursue opportunities for growth, development, or innovative partnerships, the process of developing MTSA can become more technically and politically complicated.

Some of the common situations where MTSA can become complicated are:

- Servicing new developments/ economic development
- Re-negotiating a comprehensive MTSA
- Joint infrastructure investments (e.g., a First Nation and local government partner in constructing a new water treatment facility to provide services to both communities)

All content from earlier sections in this Guide and Toolkit applies to these more complicated situations, but these situations also require additional considerations for success.

In these situations, communities are often working through a significant planning, engineering, or development process to plan for development or new major infrastructure. Developing the MTSA is often seen as the “box to check” at the end— something that can be simply put together once the planning details for the infrastructure project or development are complete. But thinking through and communicating how services will be delivered in the future is important to do up-front, along with the technical planning and design. When long-term service delivery challenges are identified closer to the beginning of the development process, there are more options available for solving the problems. Projects can be shaped to eliminate problems, rather than needing to manage a problem on an ongoing basis.

## There is No One “Right” Answer

Developing MTSAs in these situations is complicated because there is no one “right” answer for the decisions that need to be made. Many of the decisions are policy decisions and will be informed by the values and priorities of the communities involved. These decisions should be based on technical information, but technical information alone will not provide the answer. The bigger picture involves thinking through questions like:

- What is the history of how our communities have worked together?
- Where are we both trying to get to, today and in the future?
- What strengths or advantages does each community have that can be brought to the table for mutual benefit?
- Where, and in what circumstances, might we each be willing to compromise in the short term for longer term benefit?
- What creative arrangements can we come up with to maximize benefit for everyone?

## Involving Advisory Services

The contents of this Guide and the **MTSA Toolkit** are still relevant in helping to build an understanding of how MTSAs work, common terms, and important considerations – however, it may not be enough. MTSAs can be technically and politically complicated. Specialized advisory services (from internal or external people with the right expertise) may be required to provide advice that takes into considerations the unique context and circumstances of the situation. Expertise may be required on diverse topics such as servicing requirements, infrastructure design, cost sharing, policies and bylaws, and negotiation.

Often, communities undertaking projects involving new development or new infrastructure have engaged advisory expertise to help with elements of the project. These experts can often also support the development of a strong MTSA if they are considering the MTSA (and ongoing operations and maintenance) throughout the planning, engineering, or development processes.

Your community may have internal staff who hold the required expertise, or you may need to engage external advisors. Having the right people in place up front can help your community make sound decisions that protect your investment and avoid costly errors in the future.

## Common Situations and Considerations

This Section summarizes the common situations and considerations for success for each of the situations identified on the previous pages.

Use this set of challenges and considerations to start conversations with your internal team members, professionals hired to advise on parts of the project, and with your future MTSA partner. These common challenges and considerations should be raised early in the process so there are more options available to address problems.

### **Situation 1: Servicing Major Developments / Economic Development**

In this situation, MTSA negotiations are initiated because a First Nation is planning a new development on reserve lands adjacent to, or within an urban area. The reserve may be an existing reserve or a new reserve through the Addition to Reserve (ATR) process. Often these developments support economic development for the First Nation and may also include community services like member housing or community facilities.

These developments often need a comprehensive MTSA to provide all or almost all the services that are available in the neighbouring urban community (e.g., water, sewer, waste management, parks, recreation, bylaw enforcement, building inspections, roads, etc.).

The process of developing these agreements takes time because there are many considerations for both communities to work out.

#### **Navigating Fears and Focusing on Shared Benefits**

Urban developments have been, and continue to be, important sources of revenue and opportunity for First Nations. There are many examples from across the country of where the benefits of these developments extend beyond the First Nation, to the whole region. Examples of regional benefits may include the creation of jobs, increased tourism, creation of new destinations revitalizing areas, new or upgraded infrastructure and facilities, attraction of businesses, development of much needed housing, new cultural or recreation facilities, and stewardship of natural areas.

However, despite the many potential benefits, when it comes to new developments in an urban setting, there are commonly held fears and assumptions made by both parties that can complicate negotiations. The most common fears or assumptions include concerns about:

- The form, character, and type of new development, and potential impacts on surrounding neighbourhoods.
- The loss of tax revenue for areas being added to reserve.
- Competition for development (and related development contributions).
- Inconsistent construction or operational standards for infrastructure, creating operational issues for infrastructure systems (e.g., water or sewer systems) or differences in level of service (e.g., width of sidewalks, availability of parking, etc.).
- Fair cost sharing of any required infrastructure upgrades.
- The use of service provision as a means to control or influence development on reserve.
- Lack of control or certainty about long-term service sustainability (i.e., guarantees of effective asset management practices) for services relying on off-reserve infrastructure.
- Compatibility and enforcement of bylaws.

### Considerations for Success

It can be helpful to understand what perspectives the other party may have when entering negotiations. There may or may not be clear answers to completely address concerns but fears and assumptions can be effectively navigated. The best way to work through them is to clarify the context of the bigger picture, such as the vision of the communities, their relationship, and the shared benefits for the region, and then work through a process that effectively incorporates the following considerations:

- 1. The government-to-government relationship.** The health of the government-to-government relationship will have a significant impact on the process of developing an MTSA and whether an agreement can be reached that both parties feel is fair and beneficial. Both parties should aim to understand the priorities of the other party prior to beginning negotiations.
- 2. The relationship between staff.** The administrative and technical staff of the First Nation and the local government will be working through many details of the agreement together. The process of developing the agreement (and any related guiding principles) can be an opportunity for staff from both organizations to learn about the context, responsibilities, objectives and priorities, processes, and legal frameworks of the other. This learning can be very helpful in getting to an agreement, administering the agreement in the future, and potentially uncovering further opportunities for cooperation. Building a strong relationship can also support more direct and effective communication about sticky issues, which can help with getting to solutions faster.

- 3. The use of guiding principles.** To help the negotiation process move more smoothly, begin the negotiation process by understanding the framework of the MTSA (i.e., the list of MTSA components provided in [Section 4](#) of this Guide) and developing a set of guiding principles that will help both parties make decisions when working out the technical details of the agreement. The parties may wish to document these principles into a Memorandum of Understanding (MOU), so they can be referenced with the MOU in the future. The Development and Servicing MOU between Doig River First Nation and the City of Fort St. John included in [Section 2](#) is an example of guiding principles that were developed to aid decision making in MTSA negotiation.
- 4. A clearly defined scope of services included in the MTSA.** It is likely that services to an urban development will be provided through a comprehensive MTSA, but the parties should be clear about any services that the local government provides to its citizens but are excluded from the MTSA. Most commonly, the services and costs of local government council operations and electoral services are excluded as the First Nation runs these functions on their own and does not benefit from these services from the local government. Other services may also be excluded, based on agreement between the communities, or may be accounted for through credits where the First Nation provides services to local government residents. An example of this would be a First Nation receiving a credit on their MTSA rates because on-reserve parks or recreation facilities are used by residents of the neighbouring local government. Credits are typically in proportion to the amount of the service provided/used by the other community, in alignment with the principle of “benefiter pays”. Having a clearly defined scope of services also requires clear definition of roles and responsibilities, particularly around asset ownership, operations and maintenance, and upgrades/renewals.

## Situation 2: Re-negotiating Comprehensive MTSA

Comprehensive MTSA are most often used when reserve lands are adjacent to, or surrounded by, municipalities. In these situations, it is often advantageous to take advantage of economies of scale and receive services through a comprehensive MTSA rather than deliver independent services. New developments often trigger discussions about negotiating new comprehensive MTSA (see Situation 1 above), but there are many communities that have been receiving services through a comprehensive MTSA for years. These communities can use the renewal/re-negotiation of the MTSA as an opportunity to modernize the agreement and reflect the evolving context and relationship between the communities.

### Considerations for Success

Many of the considerations for success for re-negotiating comprehensive MTSA are the same as those described in Situation 1 for negotiating new comprehensive MTSA for new developments. The government-to-government relationship, relationship between staff, use of guiding principles, and clearly defined scope of services are all foundational considerations for success in re-negotiation as they are in first time negotiations.

What is unique to re-negotiation of an existing comprehensive MTSA is that there is already a history of service delivery, and likely broader interaction. Re-negotiation provides an opportunity to pause and take stock of how well the existing MTSA has worked for both parties. [Section 5](#) in the **MTSA Toolkit** provides tools to help you conduct a technical and strategic review of your MTSA. These assessments are especially important to conduct well in advance of re-negotiating a comprehensive MTSA because the terms of a comprehensive MTSA significantly impact the lives of people receiving the service. The context and priorities of each community will change over time and it is important to ensure that the MTSA supports the priorities of both communities.

Conversations about the MTSA should be at both the government-to-government level, and the staff level. Re-negotiation of the MTSA can be an opportunity to elevate the conversation to broader discussions about the relationship and co-operation. Communities may choose to develop an MOU or update an MOU that was developed in the past.

## Situation 3: Joint Infrastructure Investments

Neighbouring communities may identify opportunities to partner and build new or upgraded infrastructure to improve services in each community in a way that is affordable. Investment may be triggered by a need to meet new regulatory requirements (e.g., drinking water standards), catalyze economic development (e.g., joint investments in tourism infrastructure), improve service sustainability through better economies of scale, or just improve the level of service in each community. For example, two neighbouring communities each operate their own small-scale wastewater treatment plants. These plants are both at capacity and are limiting growth of the communities. The communities see an opportunity to build a larger central wastewater treatment plant that would provide additional capacity to the region for growth, improve the long-term sustainability of the service through sharing costs and responsibilities among both communities, and reduce the environmental impact of having two effluent discharge points.

### Considerations for Success

As the communities evaluate the feasibility of joint infrastructure investments, there are a series of questions that need to be answered, such as:

1. How does the project need to be designed to meet the current and long-term objectives and priorities of both communities?
2. How will the project be led and governed? I.e., what is the process for making decisions and who has the final say?
3. How will costs (both up-front capital and ongoing O&M) be shared?
4. Who will own the assets once they are constructed?
5. What will the ongoing roles and responsibilities be for each community?
6. How does each community ensure the security of their investment? I.e., what assurance does each party have that they will continue to receive services?

Negotiating an MTSA for services delivered through joint infrastructure investment requires answering these high-level questions and many more questions about specific details. Much of the negotiation is about the design of the project and the up-front capital contribution rather than the specific terms of the MTSA. In these situations, the MTSA should be accompanied by other agreements, such as an MOU and a Capital Contribution Agreement. The process of developing these agreements helps the communities work through a process that starts with the high-level questions and then gets into the technical details. Both parties should be clear on the purpose of each of the documents, and what belongs in each of them.

## Documents Supporting Joint Infrastructure Investments

Document	Purpose and Considerations
<b>Memorandum of Understanding (MOU)</b>	<ul style="list-style-type: none"> <li>▪ Communicates the intent to partner on the project.</li> <li>▪ Captures the overarching objectives that each community has for the project.</li> <li>▪ Identifies guiding principles for project leadership, decision-making, cost sharing, and responsibilities throughout project development.</li> <li>▪ Cost sharing principles should provide guidance on how grants from other governments will impact the contributed costs from each community.</li> <li>▪ An MOU is signed at the government-to-government level and may require a longer process that includes building the relationship and mutual understanding prior to agreeing on principles specific to the project.</li> <li>▪ This should be the first document developed. It should be drafted prior to doing any detailed project planning or design work.</li> <li>▪ An MOU is intended to provide guidance and is not a legally binding document.</li> </ul>
<b>Capital Contribution Agreement</b>	<ul style="list-style-type: none"> <li>▪ Documents the up-front, one-time capital contribution that each party has made to the project.</li> <li>▪ Documents the rationale for contributions (e.g., cost sharing formula or assumptions, full cost accounting principles or best practices referenced, etc.).</li> <li>▪ Commitments to the proportion of capacity that each community has should be documented, to provide confidence for future planning and development.</li> <li>▪ Although this agreement is between the two communities, other third parties may be providing capital funds and will be important stakeholders involved in developing this agreement (e.g., ISC or other government agencies).</li> <li>▪ Identifies any ongoing considerations related to the one-time capital contribution.</li> <li>▪ The capital contribution agreement will likely be developed before the MTSA is complete, but terms of the MTSA should be considered in parallel.</li> <li>▪ This document is a static document and is intended to be a contextual reference for future staff and elected officials. This agreement is not intended to be re-negotiated in the future like an MTSA.</li> </ul>

Document	Purpose and Considerations
<p><b>MTSA</b></p>	<ul style="list-style-type: none"> <li>▪ A contract for ongoing service provision and payment for services between communities.</li> <li>▪ Does not include the capital contribution specifically but may reference the capital contribution agreement if relevant to terms in the MTSA.</li> <li>▪ It is critical to begin drafting the MTSA during the early stages of project design so that ongoing operations, maintenance, responsibilities, and rates are considered during design.</li> <li>▪ The contract will be updated and re-negotiated at pre-determined intervals.</li> <li>▪ All other content from this guide and toolkit is relevant to the development of MTSA for joint infrastructure investment.</li> </ul>

# Municipal Type Service Agreements TOOLKIT



A Toolkit for First Nations Considering  
Municipal Service Agreements

## Introduction

The **MTSA Toolkit** contains a series of practical tools and checklists designed to help you prepare and develop an MTSA. It also provides guidance for building government-to-government relationships. The Toolkit helps to initiate and direct self-assessment and conversations with your community and service partners.

The **MTSA Toolkit** should be used in tandem with the **MTSA Guide**, a guiding document containing MTSA-related advice, stories, and examples. The **MTSA Guide** provides the underlying rationale for each tool and should be referenced as you review the **MTSA Toolkit**.

# TOOLKIT Contents

The **MTSA Toolkit** contains the following tools, which have been colour coded to match the corresponding sections in the **MTSA Guide**.



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## TOOLKIT

# Section 2 Building a Government- to-Government Relationship

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### Tools:

Tool 2.1 Pre-MTSA Self-Assessment

Tool 2.2 Sample MOUs: Doig River First Nation and the City of Fort St. John

Tool 2.3 Types of Services



# Pre-MTSA Self-Assessment

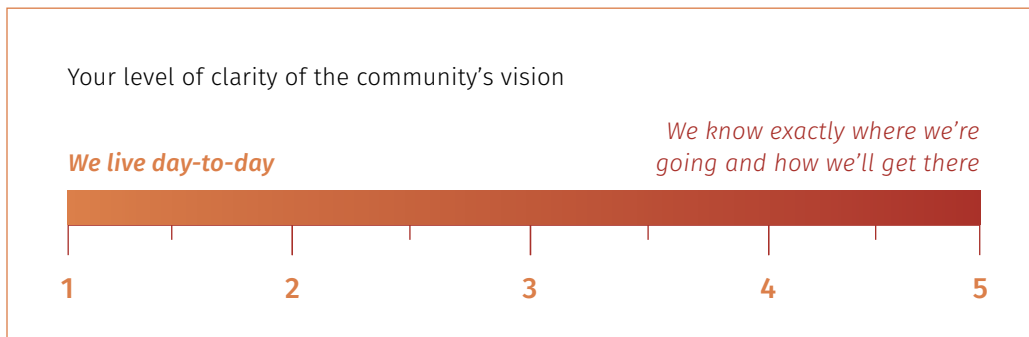
## Taking Stock of Where You Are

### Tool 2.1

The following self-assessment tool will help assess the strength of your relationship and determine if you are prepared to negotiate a successful MTSA.

**Tip:** invite your neighbour to complete the exercise and then meet to discuss your responses.

### Rank the following on a scale:

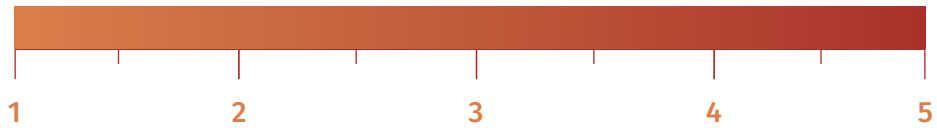




Your level of clarity of the local government's vision

*We do not know what their plans are*

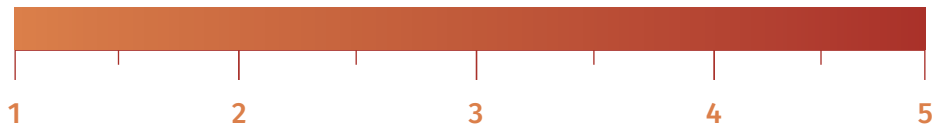
*We know where they want to go and how they want to get there*



Your understanding of the common ground in your vision

*We do not have any common ground*

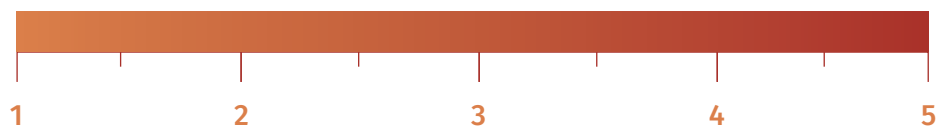
*We have some well aligned goals for the region*



The level of potential you see for achieving a better future for both of your communities through strong and long-lasting relationships

*We see little to no potential for positive change*

*There is high potential for our region if we work together*





# Sample MOUs:

## Doig River First Nation and the City of Fort St. John

### Tool 2.2

Doig River First Nation (DRFN) and the City of Fort St. John (the City) signed a high-level Memorandum of Understanding (MOU) in 2010 to outline the principles of the two parties' relationship. Since then, DRFN has purchased land in the Fort St. John area and intends to transition these landholdings to reserve status through the Addition to Reserve (ATR) process.

The complexity of this process required the two parties to develop a 'next generation' working relationship that is based on mutual respect, collaboration, and a shared vision for a thriving community. This led to the creation of a new MOU that outlines principles for how development and servicing will be managed and/or provided on DRFN's urban reserve lands, and to ensure that the implementation of development and servicing processes is aligned with the broader intent of the government-to-government relationship.

Through this process, DRFN and the City identified areas of potential difference in perspective or objectives but demonstrated their continued commitment to building a strong and long-lasting relationship that is based on shared values, trust, and mutual respect. Two separate agreements have been signed: the first is an MOU with general protocols that set the tone for the communities to work together, while the second is an MOU specific to development and servicing, used to guide the development of MTSAs for new urban reserve lands. Each of these MOUs have been provided below as examples. These examples represent what the DRFN and the City agreed was in their collective best interest, which is specific to their context. MOUs and Protocols from different communities may include different terms.



# Memorandum of Understanding



THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated for reference the 13th day of August, 2010.

## WHEREAS:

- A. DRFN is interested in acquiring reserve lands (the "Urban Reserve"), in or near the City of Fort St. John, as part of the settlement of its Treaty Land Entitlement ("TLE") Claim and is conducting research into how much land would be required to meet its long term residential, industrial, commercial, cultural and economic development needs;
- B. DRFN's interests in the establishment and administration of the Urban Reserve are:
  - i. to contribute to the future land needs of the DRFN membership until 2110 (i.e. the next 100 years),
  - ii. to foster the development of the regional economy, and
  - iii. to attract new business investment to the North Peace area;
- C. The Parties have entered into a Memorandum of Understanding on Cooperation and Communication dated August 13, 2010 (the "Cooperation and Communication Protocol"), which sets out the principles and mutual objectives agreed to by the Parties for the purposes of promoting cooperative relationship building;
- D. In accordance with the Cooperation and Communication Protocol, the Parties wish to work together to develop a common approach to matters of mutual interest that will arise in the planning and development of the Urban Reserve to ensure that:
  - i. a seamless transition occurs between the Urban Reserve and the City of Fort St. John; and
  - ii. new development is well planned and complements existing land uses; and
- E. The Parties recognize that working together pursuant to a cooperative government-to-government relationship will facilitate the sharing of information, improve communications and establish a solid foundation for future planning in anticipation of successful community development.

NOW THEREFORE, in consideration of furthering their respective interests, the Parties have reached the following understanding:

## 1.0 Purposes

- 1.1 The purposes of this MOU are to:
  - (a) identify the matters of mutual interest that the Parties agree to discuss regarding the planning and development of the Urban Reserve;
  - (b) establish the first steps in the development of a process (the "Joint Planning Process") for the Parties to engage in those discussions; and
  - (c) set out the principles that the Parties agree will govern their engagement with each other.

## 2.0 Principles

- 2.1 The Joint Planning Process will be conducted in a manner that respects the governance structure, autonomy and jurisdiction of each Party, recognizing that both Parties have a duty to serve in the best interests of their citizens.

- 2.2 The Parties will dedicate the resources necessary to engage effectively in the Joint Planning Process and will work cooperatively to ensure that the Parties have a full understanding of each other's capacities, traditions, roles, responsibilities and current projects.
- 2.3 Each Party will respect the time and effort contributed to the Joint Planning Process by the other Party.

## 3.0 Areas of Joint Interest

- 3.1 Provision of Services
  - 3.1.1 The Parties will discuss the development of service agreements, such as those pertaining to municipal services, which may be of mutual benefit to one or both of the parties.
- 3.2 Land Use Planning and Development
  - 3.2.1 The Parties will discuss the coordination of their respective land use planning processes and other ways to work towards a seamless transition between the Urban Reserve and the City to encourage the development of region-wide facilities and to ensure the appropriate designation of urban land uses.
  - 3.2.2 The Parties will discuss matters regarding the development of community plans, zoning, land use bylaws and planning processes.
- 3.3 Shared Services
  - 3.3.1 The Parties will discuss sharing services. These may include, but are not limited to, public library service, public transit, social services, recreation and leisure services and police services.
- 3.4 Regional Economy
  - 3.4.1 The Parties will identify and discuss economic development opportunities that will benefit the region as a whole.
  - 3.4.2 The Parties will work together on the planning and development of economic development projects of mutual interest and benefit.

## 4.0 Joint Planning Process

- 4.1 Unless otherwise agreed, the Parties will appoint two Council representatives and one alternate (the "Joint Planning Committee") with one staff representative to develop a Joint Planning Process as soon as reasonably possible, but not later than December 31, 2010.
- 4.2 The Joint Planning Committee will meet quarterly, or as required, with the first meeting to take place within 60 days of signing this MOU.
- 4.3 The Parties agree that confidential information, materials or documentation shared during the development and conduct of the Joint Planning Process will be held in confidence (whether marked confidential or not) and the Parties will take all reasonable steps and precautions to protect and maintain the confidentiality of such information, materials and documentation, subject always to the Parties' respective legal obligations under Federal and Provincial freedom of information and protection of privacy legislation.

## 5.0 Communications and publicity

- 5.1 The Parties acknowledge and recognize that the success of a government-to-government relationship is predicated upon regular and open communication based on trust, respect and mutual understanding.
- 5.2 The Parties acknowledge and recognize that communication and information sharing for the interests set out in section 5.1 may be subject to Federal and Provincial freedom of information and protection of privacy legislation.
- 5.3 The Parties acknowledge and agree that all communication regarding this MOU and the matters set out herein will be jointly agreed upon prior to any public release, subject to each Party's respective legal obligations.

## 6.0 Term and Termination

- 6.1 The Parties acknowledge and agree that this MOU will take effect upon the adoption of authorizing resolutions by the Council of the City and the Council of the DRFN and will remain in effect continuously unless terminated by either Party on at least thirty (30) days prior written notice to the other Party.

## 7.0 General Provisions

- 7.1 Both the DRFN and the City acknowledge and agree that this MOU is an expression of intent only and is not intended to be legally binding or to create legally enforceable rights between the Parties, save and except for the rights and obligations set forth in sections 4.3 and 5.3 of this MOU.
- 7.2 This MOU may be amended by written agreement of the Parties. Such amendment must be authorized by resolution of the Council of the City and Council of the DRFN.
- 7.3 The Parties agree to uphold the commitments made in this MOU, and in the Cooperation and Communication Protocol, with regard to all matters concerning the Doig Urban Reserve.
- 7.4 This MOU does not fetter the legislative jurisdiction of the Council of the City or the Council of the DRFN.
- 7.5 Any notice required or permitted pursuant to this MOU will be sufficiently given if personally served, sent by facsimile transmission, or mailed by prepaid registered post to the Parties' respective addresses as follows:

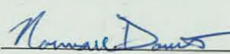
**Doig River First Nation**  
 P.O. Box 56  
 Rose Prairie, BC, V0C 2H0  
 Phone: (250) 827-3776  
 Fax: (250) 827-3778

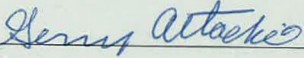
**City of Fort St. John**  
 10631 - 100th Street  
 Fort St. John, BC, V1J 3Z5  
 Phone: (250) 787-8150  
 Fax: (250) 787-8181

- 7.6 This MOU may be signed and delivered by facsimile in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

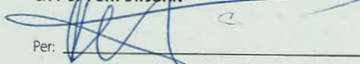
IN WITNESS WHEREOF, the Parties have signed this MOU as of the date first written above.

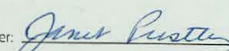
## DOIG RIVER FIRST NATION

Per:   
 Norman Davis  
 Chief

Per:   
 Gerry Attachie  
 Councillor

## CITY OF FORT ST. JOHN

Per:   
 Bruce Lantz  
 Mayor

Per:   
 Janet Prestley  
 Director of Legislative and Administrative Services



# Memorandum of Understanding of Development and Servicing



THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated for reference the 3rd day of March, 2020.

**WHEREAS:**

1. Doig River First Nation (henceforth "DRFN") and the City of Fort St. John (the "City"), each a "Party" and collectively the "Parties", signed an MOU in 2010 to build a mutually beneficial relationship and work together, which remains a relevant foundation for this Development and Servicing MOU.
2. DRFN has and will continue to acquire lands within and near the City some of which are part of its Treaty Land Entitlement claim.
3. Planning for development of DRFN urban land holdings is underway, which requires the City and DRFN to work together on the development and servicing of the lands.
4. Development on Fee Simple lands will follow and comply with the City's land use plans, policies, bylaws, and regulations regime.
5. The Parties recognize that they have common objectives that can be supported through well-planned development and servicing, such as:
  - a prosperous local economy;
  - effective management of lands that maintain and enhance their value to the owner and broader community;
  - a strong and safe social fabric;
  - opportunity for cultural expression within a diverse community setting; and
  - a healthy environment.
6. The Parties recognize that DRFN and the City are autonomous governments with legitimate authorities for their respective jurisdiction.
7. DRFN is a unique developer. While the City's land use plans, policies, and bylaws apply to the development of DRFN fee simple land holdings, in recognition of DRFN's autonomy, City Council may wish to modify specific processes or requirements from time-to-time in ways that uphold the best interests of both Parties and reflect the intent of maintaining and strengthening a mutually beneficial government-to-government relationship between the Parties.
8. DRFN and the City recognize that the context for development and servicing processes and decisions is dynamic in that it will change over time with the changes to the number and locations of DRFN land holdings, the transition of the land holdings to reserve, municipal policy and bylaw changes, and transition of staff and political leadership. The changes in the jurisdiction and legal context do not change the intent documented in this MOU for development and servicing, or cooperation between the Parties.

**NOW THEREFORE**, in consideration of achieving effective development and servicing of DRFN's fee simple urban land holdings and future urban reserve lands, the Parties have reached the following understanding:

**1. PURPOSE**

The purpose of this MOU is to:

1. Build upon the 2010 MOU in the areas of land development and servicing for DRFN's land holdings within the City.
2. Document the intent and process for land development and servicing decisions, to ensure that the implementation of development and servicing processes is aligned with the broader intent of the government to government relationship.
3. Establish a framework that enables a seamless integration of DRFN's lands within the City, and seamless transition of land holdings to reserve land with respect to land development and service delivery.
4. Guide the negotiation and development of service agreements or other legally binding agreements that will be implemented when DRFN's land holdings within the City are transitioned to urban reserve lands. Details related to the application of principles in this MOU will be included in service agreements that are legally binding contracts between the Parties.

**2. PRINCIPLES**

1. Development and servicing processes shall support a seamless integration of compatible land uses between DRFN fee simple land holdings or urban reserve, and the City of Fort St. John.
2. The Parties commit to timely and collaborative decision-making related to development.
3. Development and servicing processes and procedures shall be undertaken in a manner that:
  - i. Recognizes the autonomy and authority of each Party.
  - ii. Recognizes the Parties' shared goals, objectives, and long-term interests, including economic development, land use planning and servicing
  - iii. Fosters mutual learning and understanding each other's context.
  - iv. Strengthens the mutually beneficial relationship between the Parties.
4. The Parties will use tools at their disposal to administer the development and servicing bylaws, processes, and procedures. The flexibility of existing bylaws and regulations may be achieved through existing tools such as agreements, variances, and amendments which suit the needs of the Parties.

5. Unless otherwise negotiated, City services provided will include all services delivered to other city residents and landowners, including water, sewer, residential solid waste collection, fire protection, transportation, snow clearing, parks, recreation, development permitting, building inspections and permitting, bylaw enforcement, and RCMP. Service levels will be consistent with those provided to other comparable uses in the City.
6. For urban reserve lands, DRFN has their own government support services and therefore will not receive services such as: legislative and administrative, financial management, human resources, information technology, municipal elections, or benefit from the municipal governance framework.
7. Services will be planned and provided in a way that:
  - i. Ensures safe, effective, and efficient service delivery for the community as a whole.
  - ii. Provides a consistent standard of servicing and reliable level of service.
  - iii. Aligns with the financial consideration principles stated in this MOU.
8. Roles and responsibilities for service delivery:
  - i. Infrastructure ownership: DRFN will own on-site infrastructure that is required only to service the site development, such as water, sewer, and storm service lines and access roads. The City will maintain ownership of any system infrastructure that is required to provide services to other City customers, residents or landowners, such as water mains or arterial roads.
  - ii. Operations and maintenance: The Parties are each responsible for operating and maintaining the infrastructure they own.
  - iii. Long term planning: As part of regular business, the City conducts long term planning for the infrastructure it owns and the services it delivers. The City will consult DRFN in advance of making any decisions through long term planning that may impact the current level of service received or restrict the level of service available in the future. DRFN will consult the City with any development plans that will influence the level of service required from the City.
  - iv. Renewal and replacement: The Parties are each responsible for renewal and replacement of infrastructure they own.
9. Financial consideration:
  - i. Service provision will be cost neutral for the service provider.
  - ii. DRFN will pay standard City taxes, rates, and fees for fee-simple land holdings.
  - iii. Rates and fees for service provision to urban reserve lands will be determined in a service agreement. These rates and fees will cover costs of service provision and ongoing service delivery and will be calculated based on DRFN's fair share of the services they have access to. Self-contained government support services provided by the City under the fee simple framework, will be excluded/no longer required for urban reserve lands. This includes services such as: legislative and administrative, financial management, human resources, information technology, and municipal elections.
  - iv. When DRFN provides services that are deemed by both Parties to benefit City residents and landowners, a mechanism may be applied to recover a fair portion of the costs of providing those services to City residents and landowners.
  - v. The Parties commit to proactive communication, timely decision-making, and transparency between governments about the full cost of service delivery and the determination of any rates and fees.
  - vi. DRFN will participate in local area service initiatives. The City will work with DRFN to develop and plan for local area service initiatives that impact DRFN as part of the long-term capital planning process.
10. Bylaws and enforcement:
  - i. City bylaws apply to fee-simple land holdings and will be enforced by the City.
  - ii. DRFN will develop bylaws for the urban reserve areas, as permitted under the various reserve land management regimes available to DRFN, that are compatible and aligned with the City's bylaws to ensure consistent standards of service delivery, community safety, and peaceful cohabitation. DRFN will reference relevant City bylaws to the extent it is practicable to do so.
  - iii. Bylaws may be enforced by the City on reserve lands as negotiated in a service agreement.
11. In the case that City boundary expansions encompass DRFN land holdings or areas surrounding DRFN reserve, the Parties agree to cooperate and communicate to ensure a smooth transition of development processes and service delivery.

12. The City recognizes DRFN's cultural diversity and will consult with DRFN on City bylaws impacting DRFN.
13. The City recognizes that DRFN intends to transition some of its land holdings within the City to urban reserve(s). The Parties will support this transition by providing any reports, studies, or other information that are relevant to the lands.

**3. DISPUTE RESOLUTION**

The Parties agree that in the event there is dispute concerning the development and servicing of DRFN's urban land holdings and urban reserve lands, Alternative Dispute Resolution (ADR) will be adopted to settle disputes between the Parties. When a dispute is raised, the Parties will move through the following steps sequentially until the issue is resolved:

1. Informal communication between the City's City Manager, DRFN's Band Administrator, and other relevant staff from the City and DRFN.
2. Negotiation (unassisted or assisted) involving representation from the City's Mayor and Council, DRFN's Chief and Council, the City's City Manager, and DRFN's Band Administrator.
3. Mediation involving the same representation as negotiation. Mediation, if required, will be binding.

**4. TERM**

The Parties agree that this MOU will remain in effect until it is renegotiated, amended, or terminated by either Party with two years written notice. Termination of this MOU does not impact any service agreements that have been negotiated using the principles of this MOU.

**5. COMMUNICATION**

The Parties recognize that effective, regular, and open communication is key to the success of a government-to-government relationship. Therefore, the Parties agree that:

1. Recurring meetings will be held for general communications and cultural sharing. These meetings will be attended by representatives from the Council and Staff members from both Parties. At a minimum, these meetings will include:
  - i. A bi-annual Government to Government meeting.
  - ii. A bi-annual general meeting of the City Manager and Band Administrator.
2. There will be proactive and open communications regarding, but not limited to, the following subjects:
  - i. Land development plans, including neighborhood plans.
  - ii. Servicing plans including long term plans, annual capital plans, and operating budgets.
  - iii. Changes to taxes, rates, and fees.
  - iv. Updates to additions to reserve and land code processes.
  - v. Updates to community plans.
  - vi. Changes to regulatory frameworks or bylaws or bylaw enforcement procedures.
  - vii. Larger developments that may have a significant impact on rates and fees (e.g. Assembly Hall or Community Centre).
  - viii. Local area service initiatives.
  - ix. Capital projects or works undertaken by one Party that may impact the business or operations of the other Party.

**6. GENERAL PROVISIONS**

1. The Parties acknowledge that this MOU is not legally binding and is an expression of intent only.
2. This MOU does not fetter the legislative jurisdiction of the City Council or DRFN Council.
3. Notice about amendment or termination of this MOU 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 MOU, shall be as follows:

To the City:  
 City of Fort St. John  
 Attn: City Manager and Mayor  
 10631-100th Street  
 Fort St. John, BC, V1J3Z5  
 To DRFN:  
 Doig River First Nation  
 Attn: Band Administrator and Chief  
 P.O. Box 56  
 Rose Prairie, BC, V0C2H0

This MOU may be signed and delivered by facsimile in any number of counterparts with the same effect as if all Parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have signed this MOU as of the date first written above.

**DOIG RIVER FIRST NATION**

Per: \_\_\_\_\_  
Trevor Makadahay  
Chief

Per: \_\_\_\_\_  
Garry Oker  
Councillor

Per: \_\_\_\_\_  
Kelvin Davis Jr.  
Councillor

Per: \_\_\_\_\_  
Brittany Brinkworth  
Councillor

**CITY OF FORT ST. JOHN**

Per: \_\_\_\_\_  
Lori Ackerman  
Mayor

Per: \_\_\_\_\_  
Janet Prestley  
Director of Legislative and Administrative Services



# Types of Services

## Tool 2.3

The following list summarizes the typical services that are provided by First Nations and local government. This list is not exhaustive and there are exceptions in unique areas. However, it can be used to gain a general understanding of similarities and differences in service responsibilities. Use this summary as a starting point for discussion between First Nations and local governments.

This list is intended to underscore the fact that First Nations tax revenues need to cover a much larger range of services than those of municipalities, meaning that First Nations typically have less discretionary revenue from taxation. This is a critical point to consider when comparing rates and negotiating payment terms as part of the MTSA process.

### Legend



**Responsible:**

If a community receives this service, this level of government is typically responsible.



**Involved:**

This type of government may be involved in delivery of this service (through collaboration with other levels of government, providing full or partial funding, some administration of funds, etc.).

Service Category	Service	First Nations	Municipalities	Regional Districts
Utilities	Water	✓	✓	✓
	Wastewater	✓	✓	✓
	Stormwater	✓	✓	●
	Solid waste management	✓	✓	✓
	Community electrification and energy management	✓	●	●



Service Category	Service	First Nations	Municipalities	Regional Districts
<b>Transportation</b>	Roads and bridges	✓	✓	●
	Sidewalks and pathways	✓	✓	●
	Snow removal	✓	✓	
	Traffic control	✓	✓	
	Streetlighting	✓	✓	●
	Public transit	✓	✓	
<b>Community Amenities</b>	Cemeteries	✓	✓	
	Libraries	✓	✓	
	Parks	✓	✓	✓
	Recreation facilities	✓	✓	
	Wharves and harbours	✓	●	
<b>Protective &amp; Emergency Services</b>	Fire protection	✓	✓	
	Emergency planning	✓	✓	
	Animal control	✓	✓	
	Policing	●	✓	
	Emergency medical services (EMS)		✓	●
<b>Cultural</b>	Elder structure	✓		
	Longhouse	✓		
	Funding and/or program support	●	●	●
	First Nations cultural preservation, traditional knowledge, language	✓		
<b>Licensing &amp; Permitting</b>	Business licensing	✓	✓	✓
	Building inspection & permitting	✓	✓	✓
<b>Land Management</b>	Land use planning	✓	✓	✓
	Land management	✓	✓	✓
	Zoning	✓	✓	✓
	Survey of lands	✓	✓	✓
	Leased land management	✓	✓	✓



Service Category	Service	First Nations	Municipalities	Regional Districts
<b>Governance, Administration &amp; Justice</b>	Taxation	✓	✓	✓
	User fees	✓	✓	✓
	Project delivery & financing	✓	✓	✓
	Law and order	✓	●	
	Elections	✓	✓	
	Bylaws	✓	✓	●
<b>Environmental</b>	Forest protection	✓	●	●
	Hunting and fishing regulation	✓		
	Natural resource management	✓	●	●
<b>Public Health</b>	Immunization and quarantine	✓		
	Management of intoxicants	✓	●	
<b>Education</b>	Primary and secondary education	✓		
<b>Housing</b>	Member housing provision	✓		
	Housing maintenance	✓		
	Residential regulation	✓		
<b>Social Assistance</b>	Income assistance	✓		
	Child welfare	✓	●	
	Family violence prevention	✓	●	



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## TOOLKIT

# Section 3 Assessing Servicing Needs

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### Tools:

Tool 3.1 Checklist: Understanding Your Servicing Needs

Tool 3.2 Checklist: Conducting an MTSA Feasibility Study

# Checklist: Understanding Your Servicing Needs

## Tool 3.1

Use this checklist as a basis for a conversation about your community's servicing needs. These questions should be explored with people who are most familiar with your community's planning, engineering, operations, and finances.

### As part of your discussions, have you:

Discussed your community vision and plan?

Identified what services you need, want or may want to expand/improve to achieve your community's vision and plan...

- In the short term?
- In the long term?

Identified what level of service you require...

- In the short term?
- In the long term?

Identified what services it might make sense to provide to your neighbour...

- In the short term?
- In the long term?

Evaluated the most effective ways of delivering quality services to your community?

- Note: it might not always be through an MTSA.

Identified the services that could be included in a service agreement?

# Checklist: Conducting an MTSA Feasibility Study

## Tool 3.2

Use this checklist to help you determine if the delivery of a service is possible through an MTSA and identify what needs to be in place to make it happen.

### **A feasibility study for an MTSA can include the following:**

Investigate what it would take to deliver services:

- Is the infrastructure in place? Is infrastructure capacity available? What additional infrastructure is needed?
- What operations and maintenance support are needed? Is it available?

Assess if there are technical and/or operational challenges to delivering services.

Determine if an environmental impact assessment needs to be completed for any infrastructure projects.

Estimate the costs of putting in place the infrastructure and operations systems that are needed (consider up-front capital costs and ongoing costs, including MTSA rates, O&M and asset renewal or replacement of local infrastructure).

Assess what costs would be included in MTSA rates, and what costs will be outside the MTSA.

Develop a plan for funding the improvements. The plan should include revenue generation and any cost sharing agreements.

Assess if an MTSA is still the best option.

**Additionally, if your community is planning for growth and development, you should consider the following:**

Identify where economies of scale may exist by planning services together.

Identify the impacts of development on offsite infrastructure.

Develop strategies to mitigate impacts on offsite infrastructure.

Estimate the costs of offsite infrastructure improvements and develop a plan for funding. Include revenue generation, cost sharing, and timing of payments.

**TOOLKIT**

# Section 4 Developing an MTSA

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**Tools:**

Tool 4.1 Checklist: MTSA Development

Tool 4.2 Checklist: Developing Rates

Appendix A: MTSA Template



# Checklist: MTSA Development

## Tool 4.1

A tool for developing MTSA Agreements.

Names of Service Partners:

and

*First Nation*

*Local Government*

Revision Number:

Revision Date:

/ /

YYYY/MM/DD

---

## Checklist Content

### Preamble

#### **Describe how this MTSA arose:**

For example: The First Nation and local government are neighbours. The local government has the only water system in the region, so the First Nation requested that the local government provide water to the reserve.



## 1.0 Term of Agreement

### 1.1 What is the desired term of this MTSA?

Check one:

1 year

5 years

10 years

Evergreen

Other (please specify):

#### Notes

- A shorter agreement gives greater flexibility (to try out provider(s), re-negotiate terms, etc.). This flexibility may be preferred where there are multiple options for procuring the service (e.g. garbage collection).
- A longer agreement provides more stability and certainty that your service needs will be taken care of for the foreseeable future.
- Longer term agreements are preferred if there has been investment in infrastructure or equipment, or if there are limited options for other ways of procuring services.
- Agreements with longer terms may contain schedules that are updated more frequently (e.g., rates, service area, etc.).
- Evergreen agreements can include provisions for periodically refining or updating the agreement without termination or expiry. This will help keep service levels up to date and prevent the First Nation from being left without an agreement or finding themselves unaware of how they receive a service.

#### Service-Specific Considerations:

- Solid waste collection and disposal agreements tend to be for a shorter period than other service agreements, typically one to two years.
- Fire protection service agreements tend to be for periods of 5 years.
- Water and sanitary sewer agreements tend to be the longest-term MTSA agreements (5 to 10+ years) due to the significant up-front capital costs and the sharing of infrastructure.



## 2.0 Renewal Terms

### 2.1 Should a date be set to negotiate a new MTSA before the current one expires?

Check one:

Yes  → If yes, provide a date:  
 No  / /  
 YYYY/MM/DD

### 2.2 Should overholding provisions (month-to-month) be added?

Check one:

Yes   
 No

### 2.3 Should the agreement include the possibility for renewal?

Check one:

Yes   
 No

### 2.4 Who may renew the agreement?

Check one:

First Nation (only)   
 Service provider (only)   
 Both parties (mutual agreement)

#### Notes

- Overholding provisions outlines what happens when an agreement expires. An MTSA overholding provision can set out that the service agreement will revert to a month-to-month agreement until the parties agree on a new or renewed MTSA.
- If the agreement is functioning to the satisfaction of both parties, it can save time and effort to renew the agreement, rather than start over with a new one.
- Upon the renewal of any agreement, it is beneficial to review the terms and make any necessary adjustments prior to renewing. Agreements may contain schedules that are updated at the time of renewal (e.g., rates, Development Cost Charges).



## 2.5 Outline the renewal process if applicable. How will the MTSA be renewed, and by whom?

Please specify:

### Notes

- Mutual agreement terms are strongly preferred (i.e., where both parties must agree to renew), as it ensures both parties are on the same page and are committed to the relationship.
- MTSA's may dictate details such as renewal periods, the number of times an agreement can be renewed, and what must happen for the renewal to take place (e.g., advanced notice).

## 3.0 Service Area

### 3.1 Which reserves will receive service?

List reserves:

### Notes

- Changing the service area does not require re-negotiation of the agreement; instead it can be amended. The process for amending the agreement should be outlined in the MTSA.



### 3.2 Which properties will receive service?

Check all that apply:

All houses and other buildings

Certain houses and buildings only (see Question 3.4 to specify)

Other areas without houses or buildings on reserve (e.g., campgrounds, natural areas)

#### Notes

- It is important to define as clearly as possible what areas / buildings / units will be receiving the services. The service area may include buildings that are unoccupied.
- Some agreements may encourage all existing development within the service area to establish connections.

### 3.3 Are any areas of these reserves excluded from service provision?

Check one:

Yes  → If yes, describe:

No

### 3.4 Are there any buildings that will not be provided service?

Check one:

Yes  → If yes, list:

No



### 3.5 What information should the First Nation provide the service provider regarding the service area?

Check all that apply:

Map of service area

List of buildings receiving services with street addresses

Map showing service area and serviced houses and buildings

Other mapping (e.g., hydrant and standpipe locations)

Other (please specify):

#### Notes

- Consider including maps or addresses in a schedule to the agreement, which will make it easier to update without changing the rest of the agreement.
- If only bulk water/sanitary sewer services are provided, it is sufficient to state that the services will be provided to/from the property line of the reserve. If the service agreement includes more than bulk services, such as operations and maintenance of on-reserve infrastructure, it will be critical to identify the service area and ensure it is updated as changes occur.

#### Other Considerations:

- The service area (and any revisions to the service area) should be reviewed to ensure that services can be adequately provided to the desired area.
- E.g., for fire protection, review key questions with the Fire Chief or designate – are roads and bridges accessible for a fire truck? Is water pressure sufficient throughout the service area?



## 4.0 Level of Service

**Note:** The following questions in this Section are unique to specific service types. You may skip to the service type that fits your MTSA:



**Fire Protection**

p. 84



**Sanitary Sewer**

p. 91



**Water**

p. 88



**Solid Waste**

p. 94



### Fire Protection

#### 4.1 What services does the First Nation want from the local government?

Check all that apply:

Fire suppression

Fire hydrant maintenance and inspection on reserve

First responder services

Fire code inspections

Annual fire safety education

Dispatch services

Other (please specify):

#### Notes

- The fire protection service provider will generally be the local government. Fire protection services can also be served through a volunteer fire department depending on the size of the communities. A service agreement that enlists the services from a volunteer fire department looks essentially the same as it would with a conventional fire service.



#### 4.2 What is the desired quantity and quality of service?

Check all that apply:

Maximum response time of 15 minutes

Based on National Fire Protection Association Standards

24 hour/day fire suppression services

Same as that provided within local government boundaries

Other (please specify):

#### 4.3 Where will services be coming from?

Please specify:

#### Notes

- Many service agreements simply state that fire protection services will be the same on the reserve lands as within the local government. However, it is beneficial to clearly set out the exact nature of the services to ensure all parties have a full understanding of what is expected / required. Determine whether the same level of service is required for all units, buildings, locations within the service area.
- Consider whether there will be a mutual aid agreement in place.
- 24 hour/day service is most common, due to the unpredictability of fires. If this is desired, ensure the service provider can provide this type of service.
- Most service providers will require that the level of response / service be at the discretion of the Fire Chief, based on need and availability at the time.
- It is common for service agreements to state that fires within the local government will take priority for resources, at the discretion of the Fire Chief.
- It is important to know where services will be coming from to gauge response times. Industry standard for maximum response time is 15 minutes from when the alarm is registered.



#### 4.4 Are there certain conditions that must be met before receiving service?

Check all that apply:

- Buildings up to code
- Availability / proximity of fire hydrants
- Road upgrades / access requirements
- Adequate water pressure levels
- Other (please specify):

#### 4.5 Are there any limits to the service?

Check all that apply:

- Excludes forest fires
- Excludes certain uses (i.e., industrial)
- Height limits on buildings (i.e., up to three storeys)

#### Notes

- Different fire departments may have different equipment and may not all be suited to fighting the same types of fires. It is best to speak to the fire department to determine what the limitations of its equipment are, as this may influence the level of fire suppression that can be provided to current buildings or future development.
- Municipal service providers are typically unable to provide forest fire suppression services. Forest fires vary in intensity and can often be large and fast moving. These situations will require special services and equipment from the Ministry of Forest, Lands, Natural Resource Operations and Rural Development to combat. If the local fire chief sees the need, they may need to call in their support. The parties responsible for the costs associated with these services are also laid out in the agreement.



**4.6 Under what conditions can the service be interrupted? (Suspension and termination are addressed in MTSA Component 11.0 below).**

Check all that apply:

Emergency

Maintenance or repairs

Other (please specify):

**4.7 Should the First Nation have the same priority for return of service as local government residents?**

Check one:

Yes

No

**4.8 If services are interrupted for a lengthy period, what obligation does the local government have?**

Check all that apply:

Make reasonable endeavours to reinstate services

Provide alternate means of providing the service

Provide a discount on fees/charges

Other (please specify):

**4.9 Will operations and maintenance responsibilities be included in the service agreement?**

Check one:

Yes

No

→ If yes, please detail the level of service for operations and maintenance, including:

Type of services:

Frequency of services:

Record keeping:

Other (please specify):



#### 4.10 What services does the First Nation want from the local government?

Check all that apply:

- Provision of drinking water to the service connection (i.e., to reserve boundary)
- Provision of drinking water to individual homes on reserve
- Installation of bulk water meter on reserve (at service connection)
- Operations and maintenance (O&M) of water infrastructure on reserve
- Emergency repairs to water infrastructure on reserve
- Inspection and maintenance of the First Nation's service connection
- Water conservation education programs
- Water quality sampling on reserve
- Other (please specify):

#### Notes

- Local governments may have bylaws for source control or water conservation in place. Service agreements may require that First Nations pass bylaws with similar requirements and clarify who has enforcement authority. The process of passing a bylaw is separate from the MTSA process and can bring additional costs, staff time, and complexity.



#### 4.11 What is the desired quantity and quality of service?

Check all that apply:

Volume of water (please specify):

Pressure (please specify):

Quality to meet Guidelines for Canadian Drinking Water Quality

Aesthetic parameters – odour, colour.  
(please specify):

Same as that provided to local government residents

Other (please specify):

#### Notes

- Water systems provide water for drinking and fire suppression. Not all service agreements will provide adequate flows for fire suppression. Your service agreement should be clear on whether water provision is adequate for fire suppression or not.

#### 4.12 Are there any limits to the service?

Check all that apply:

Excludes certain uses (i.e., industrial, fire suppression)

Must meet municipal standards (e.g., water quality)

Capacity (volume, flow, or pressure limits)

Conservation requirements

#### 4.13 Under what conditions can the service be interrupted? (Suspension and termination are addressed in MTSA Component 11.0.)

Check all that apply:

Emergency (other than water shortage)

Water shortage

Maintenance or repairs

Other (please specify):



**4.14 Should the First Nation have the same priority for return of service as local government residents?**

Check one:

Yes

No

**4.15 If services are interrupted for a lengthy period, what obligation does the local government have?**

Check all that apply:

Make reasonable endeavours to reinstate services

Provide alternate means of providing the service

Provide a discount on fees/charges

Other (please specify):

**4.16 Will operations and maintenance responsibilities be included in the service agreement?**

Check one:

Yes —————> If yes, please detail the level of service for operations and maintenance, including:

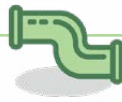
No

Type of services:

Frequency of services:

Record keeping:

Other (please specify):



## Sanitary Sewer

### 4.17 What services does the First Nation want from the local government?

Check all that apply:

Sewage treatment from the service connection (i.e., from reserve boundary)

Sewage collection from individual homes

Operations and maintenance of sanitary sewer infrastructure on reserve

Inspections for new individual connections

Emergency repairs to First Nation sanitary sewer infrastructure

Inspect and maintain the service connection on reserve

Other (please specify):

### 4.18 What is the desired quantity and quality of service?

Check all that apply:

Maximum volume of sewage (please specify):

Same as that provided to local government residents

Other (please specify):

#### Notes

- Sanitary sewer systems convey residential and commercial sewage for treatment and disposal. They also may accept, treat, and dispose of industrial runoff, under certain conditions.
- Storm sewer systems collect rainwater / runoff and convey it to water bodies. Typically, sanitary and storm systems are separate, however older systems may be combined.



**4.19 Are there any limits to the service?**

Check all that apply:

- Excludes certain uses (i.e., industrial)
- Must meet municipal standards (e.g., effluent standards)
- Capacity (volume, flow, or pressure limits)

**4.20 Under what conditions can the service be interrupted? (Suspension and termination are addressed in MTSA Component 11.0).**

Check all that apply:

- Emergency
- Maintenance or repairs
- Other (please specify):

**4.21 Should the First Nation have the same priority for return of service as local government residents?**

Check one:

- Yes
- No



**4.22 If services are interrupted for a lengthy period, what obligation does the local government have?**

Check all that apply:

Make reasonable endeavours to reinstate services

Provide alternate means of providing the service

Provide a discount on fees/charges

Other (please specify):

**4.23 Will operations and maintenance responsibilities be included in the service agreement?**

Check one:

Yes  If yes, please detail the level of service for operations and maintenance, including:

No

Type of services:

Frequency of services:

Record keeping:

Other (please specify):



## Solid Waste

### 4.24 What services does the First Nation want from the service provider?

Check all that apply:

- Solid waste collection
- Solid waste disposal
- Recycling
- Community recycling education
- Other (please specify):

### 4.25 What materials need to be collected and/or disposed of?

Check all that apply:

- Garbage
- Recycling
- Yard waste
- Large items
- Other (please specify):

### Notes

- Service providers include both local governments and private contractors. Private contractors are more common for garbage collection / disposal than for other MTSA-type services. The local government may also deliver service via a private contractor.
- Most communities require both collection and disposal services. Depending on the arrangement, one service provider may be able to provide both collection and disposal services or separate providers and agreements may be required for each service.
  - For example, if a private contractor is providing collection, a separate agreement may be required with the local government where the garbage is disposed.
- Some local governments have specific recycling or banned materials bylaws, which can impact how services are provided and paid for. If this is the case, you may need to consider if you will establish recycling services in your community.



#### 4.26 What materials are not permitted?

Check all that apply:

- Yard waste
- Household organics
- Large items
- Hazardous materials
- Industrial waste
- Commercial waste
- Other (please specify):

##### Notes

- Depending on the facilities available, there may be some materials that the service provider is unable to handle. It is important to be clear what materials are permitted or prohibited.

#### 4.27 Are there penalties for non-compliance?

Check one:

- Yes  → If yes, please specify penalty and conditions:
- No

#### 4.28 How will the materials be stored for collection?

Check one:

- Individual household bins
- Large communal bins
- Combination
- Other (please specify):

- Determining the storage / collection process should balance convenience and cost. It will likely cost more for pick-up at each home or building; however, it will be less convenient for residents to transport / deposit household garbage at a centralized location.



#### 4.29 Is there a limit to the amount of service?

Check one:

Yes

No

If yes, specify limit (e.g., volume, number of bins, etc.) and whether there are additional charges for exceeding limits.

#### 4.30 How often collection and/or disposal occur?

Check one:

Weekly

Biweekly

Monthly

#### 4.31 Where will the solid waste be deposited?

Identify location of landfill, transfer station, and/or recycling facility:

#### Notes

- The service provider generally has a limit to how much they can pick up on their rounds. Anything over these limits is usually subject to fees, or they might not be picked up at all. It is common to see a limit on the amount that can be collected in each period.
- Options for excess waste can include the purchase of tags or stickers or access to a tipping station. Tags or stickers are affixed to excess bags of garbage on pick-up day. The tags or stickers on the bags indicate that the bag has been paid for and that collection crews can pick up the bag. Excess bags without stickers or tags may be left at the curb. For items that are not eligible for pick up (e.g., large items), it may be possible for residents to take them to a tipping station, separately.
- Frequency of pickup should be aligned with the amount of waste being generated, so bins are not overflowing or empty. Consider whether the same frequency of service is required for all units, buildings, locations within the service area.
- Ensure that your garbage is taken to a licensed and permitted landfill or transfer station.



#### **4.32 Who will own and maintain the collection bins?**

Check one:

First Nation

Service Provider

#### **4.33 Under what conditions can the service be interrupted? (Suspension and termination are addressed in MTSA Component 11.0).**

Check all that apply:

Emergency

Vehicle breakdown

Weather

Other (please specify):

#### **4.34 If services are interrupted for a lengthy period, what obligation does the local government have?**

Check all that apply:

Make reasonable endeavours to reinstate services

Provide alternate means of providing the service

Provide a discount on fees/charges

Other (please specify):



#### 4.35 Will operations and maintenance responsibilities be included in the service agreement?

Check one:

- Yes  → If yes, please detail the level of service for operations and maintenance, including:
- No  Type of services:
- Frequency of services:
- Record keeping:
- Other (please specify):

##### Service-Specific Considerations:

- Recycle BC is responsible for residential packaging and paper recycling in BC and also coordinates the First Nations Recycling Initiative (FNRI). The FNRI collaborates directly with First Nations communities across BC to provide information about BC's existing stewardship programs and support local recycling collection events organized by Indigenous communities. Several stewardship agencies offer cost-neutral solutions for recycling in partnership with the FNRI. Together, these programs can facilitate the recycling of tires, appliances, paper and packaging, electronics, beverage containers, batteries, power equipment, used oil, and health products. More information can be found at [recyclebc.ca](https://recyclebc.ca).
- ISC's First Nations Waste Management Initiative provides support to First Nations to develop sustainable waste management systems through modern infrastructure, operations, training, and partnerships. This includes funding for a range of waste management activities, including waste management MTSA and recycling programs for First Nations. For more information, visit their [website](#).
- First Nations may enter service agreements as a collector directly with Recycle BC. Additionally, within the Recycle BC program, municipalities may have existing recycling programs that neighbouring First Nations can connect to via a service agreement. Recycling is also often coordinated at the Regional District level, and agreements may be in place between First Nations, Regional Districts, and Recycle BC to allow First Nations to take material to regional depots. When considering recycling service needs, First Nations staff should contact local government partners to determine what agreements may already be in place and determine whether it would make sense to connect to an existing agreement or create a separate agreement.
- The Indigenous Zero Waste Technical Advisory Group (IZWTAG) is an Indigenous run non-profit society that offers training and resources to First Nations to implement zero waste systems within their communities. The IZWTAG works in cooperation with Regional Districts, Product Stewards, and service providers to find solutions for recycling, composting, and waste reduction in First Nation communities. For more information, visit their [website](#).



## 5.0 Roles & Responsibilities

Note: The following questions in this Section are unique to specific service types. You may skip to the service type that fits your MTSA:



**Fire Protection**

p. 99



**Sanitary Sewer**

p. 107



**Water**

p. 103



**Solid Waste**

p. 111



### Fire Protection

#### 5.1 What decisions are the sole responsibility of the Fire Chief?

Check all that apply:

Direction regarding the use, allocation, and application of existing resources (i.e., equipment and personnel) for a response call

Direction regarding the use of additional resources (other departments, Ministry of Forests, Lands, Natural Resource Operations and Rural Development)

Demolition of premises when necessary (to fight a fire)

Level of response during a fire

*Continues on next page...*

#### Notes

- Fire service agreements often delegate a large amount of responsibility to the Fire Chief, who is responsible for weighing the needs of all users in the system.
- This includes determining when to respond to a call (for example, if there are two fires at the same time, which to respond to first); what resources to utilize; and whether the Ministry of Forests, Lands, Natural Resource Operations and Rural Development needs to be called for support.
- These decisions can significantly impact the level of service at the time and the costs to the First Nation.



Right to refuse or stop service (e.g., due to unsafe conditions or access limitations)

Who to recommend to Council as a volunteer firefighter

Other (please specify):

## **5.2 What are the First Nation's roles and responsibilities (in addition to those identified elsewhere in this checklist)?**

Check all that apply:

Construct, inspect, and maintain fire hydrants on reserve (and maintain related records), if service not provided by local government

Inspections of buildings if service not provided by local government

Maintain records of existing and proposed buildings on reserve, and make these available to the Fire Chief

Maintain records of incidents on reserve, and make these available to the Fire Chief

Mapping, street naming, and installing and maintaining street signs and numbers on all buildings

Provide on-site orientation to the Fire Department

Make reasonable efforts to ensure all areas on reserve are physically accessible by fire fighting equipment (e.g., ensuring roads and bridges are built and maintained to provide fire trucks access)

Identify location of any major fire hazards on reserve

Regulate controlled burns on reserve and notify the local government of any controlled burn

Updating service area specified in the service agreement as changes occur

Other (please specify):



### 5.3 What are the local government's (i.e., the service provider's) roles and responsibilities (in addition to those identified elsewhere in this checklist)?

Check all that apply:

Service provision as per agreement

Invoicing

Notification

Provision and maintenance of fire fighting equipment and personal safety gear

Inspections (hydrants, buildings)

Train volunteer fire fighters

Provide written record of operations and maintenance services on a (insert frequency) basis

Assess its fire services and service area at least (insert frequency) per term

Provide an annual report on fire protection services (specify details of reporting requirements, e.g., responses, response times)

Other (please specify):

### 5.4 Who owns the fire protection assets?

Check one:

First Nation

Local government

Please list assets:



**5.5 Who owns the hydrants/water infrastructure on reserve?**

Check one:

First Nation

Local government

**5.6 Under what conditions would Fire Chief/Fire Department be permitted to enter onto reserve?**

Check all that apply:

To inspect/maintain hydrants

To inspect street signs/building numbers

To inspect buildings

To provide first responder services

To respond to a fire or suspected fire

To provide fire safety education

To complete orientation and training

Other (please specify):



**5.7 What are the First Nation's roles and responsibilities (in addition to those identified elsewhere in this checklist)?**

Construction and operation of on-reserve system

Ensuring on reserve system(s) meet and maintain municipal standards

Ensuring off-reserve system upgrades required to provide sufficient service capacity are designed, built, and maintained to municipal standards (this responsibility is often transferred to the local government, although costs are covered by the First Nation)

Paying for or sharing off-site costs incurred by local government that directly benefit the First Nation, such as expansion or connection to the existing system

Installation of meters at point of connection (if applicable)

Inspect and maintain the service connection

Maintain its water infrastructure to prevent leaks/breaks

Adopt and enforce water conservation regulations consistent with local government bylaws

Provide a map of the Service Area with a list of street addresses and (list other information):

by (list date):

Updating the service area, as necessary

Record keeping and administration (i.e., record drawings)

Other (please specify):

**Notes**

- Due to the large number of responsibilities associated with water service provision, it is important to be as clear as possible what each party is responsible for.
- Some local governments may require that the First Nation construct off-site works on municipal land to connect the municipal system to the reserve boundary. While the First Nation may help to cover or share in the costs, it is recommended that each party be responsible for constructing works on their own lands.



**5.8 What are the local government’s roles and responsibilities (in addition to those identified elsewhere in this document)?**

Check all that apply:

- Maintain local government water system
- Construction, operation, and maintenance of off-reserve system to provide the level of service (including asset renewal and replacement)
- Ownership, operation, and maintenance of meters at point of connection (if applicable)
- Ensure qualifications of water operators
- Implement source protection measures
- Develop an emergency response plan
- Reviewing and approving new connections or new infrastructure in a timely manner
- Promote water conservation by all users (both First Nation and local government)
- Provide written record of operations and maintenance services and water quality reports on a (insert frequency) basis
- Inspections of on reserve system (prior to connection and on regular basis), following protocols
- Assess its water services at least (insert frequency) per term
- Provide an annual report on water services (specify details of reporting requirements):
- Other (please specify):

**Notes**

- Some First Nations may choose to include the operation and maintenance of on-reserve infrastructure system(s) in the MTSA. Some local governments may be willing to provide operations and maintenance services for a fee.
- The operations and maintenance costs of ISC O&M funded infrastructure are not eligible for an MTSA funding contribution from ISC.



**5.9 Who owns the water infrastructure on local government land?**



Check one:

First Nation

Local government

**5.10 Who owns the water infrastructure on reserve?**

Check one:

First Nation

Local government

**5.11 How will future capital upgrade costs be shared?**

Provide details:

**5.12 Under what conditions would local government water operators/ maintenance crews be permitted to enter onto reserve?**

Check all that apply:

For installing/inspecting/maintaining water infrastructure

Water quality sampling and monitoring

Other (please specify):



**5.13 What details should the MTSA include about the service connection?**

Check all that apply:

Location

Specifications for valve (provide specifications or reference to applicable bylaw/standard in space below)

Specifications for flow meter (provide specifications or reference to applicable bylaw/standard in space below)

Provide details below:

**5.14 Is the installation and inspection of the connection required to comply with local government bylaws?**

Check one:

Yes —————> If yes, list applicable bylaws in space below

No —————> If no, list alternate standards used

**5.15 Is ongoing maintenance and inspection of the connection required to comply with local government bylaws?**

Check one:

Yes —————> If yes, list applicable bylaws in the space below

No —————> If no, list alternate standards used



## Sanitary Sewer

### 5.16 What are the First Nation's roles and responsibilities (in addition to those identified elsewhere in this checklist)?

Check all that apply:

Complying with other regulations (municipal, provincial, federal)

Construction and operation of on-reserve system

Ensuring off-reserve system upgrades required to provide sufficient service capacity are designed, built, and maintained to municipal standards (this responsibility is often transferred to the local government, although costs are covered by the First Nation)

Paying for or sharing off-site costs incurred by the local government that directly benefit the First Nation, such as expansion or connection to the existing system

Ensuring on reserve system(s) meet and maintain municipal standards

Inspect and maintain the service connection

Installation of meters at point of connection (if applicable)

Maintain its sanitary sewer infrastructure to prevent infiltration/inflow

Adopt and enforce sanitary sewer regulations consistent with local government bylaws (preventing disposal of harmful substances, cross connection)

### Notes

- Due to the large number of responsibilities associated with sanitary sewer service provision, it is important to be as clear as possible what each party is responsible for.
- Some local governments may require that the First Nation construct off-site works on municipal land to connect the municipal system to the reserve boundary. While the First Nation may help to cover or share in the costs, it is recommended that each party be responsible for constructing works on their own lands.
- Sanitary sewer agreements will typically have greater requirements for inspecting and maintaining infrastructure on-reserve than water agreements, because the physical condition of the system and the types of users connected to it have a significant impact on the type and quantity of sewage received by the local government.

*Continues on next page...*



Provide a map of the Service Area with a list of street addresses and

(list other information) by

(list date)

Updating the service area, as necessary

Record keeping and administration (i.e., record drawings)

Other (please specify):

**5.17 What are the local government’s roles and responsibilities (in addition to those identified elsewhere in this checklist)?**

Check all that apply:

Maintain sanitary sewer system

Ensure qualifications of operators

Develop an emergency response plan

Provide written record of operations and maintenance services on a (insert frequency) basis

Assess its sanitary sewer services at least (insert frequency) per term

Provide an annual report on sanitary sewer services (specify details of reporting requirements):

Other (please specify):

**Notes**

- Some First Nations may choose to include the operation and maintenance of on-reserve infrastructure system(s) in the MTSA. Some local governments may be willing to provide operations and maintenance services for a fee.
- The operations and maintenance costs of ISC O&M funded infrastructure are not eligible for an MTSA funding contribution from ISC.



**5.18 Who owns the sanitary sewer infrastructure on local government land?**

Check one:

First Nation

Local government

**5.19 Who owns the sanitary sewer infrastructure on reserve?**

Check one:

First Nation

Local government

**5.20 Under what conditions would local government sanitary sewer operators/maintenance crews be permitted to enter onto reserve?**

Check all that apply:

For installing/inspecting/maintaining sanitary sewer infrastructure

Other (please specify):

**5.21 What details should the MTSA include about the service connection?**

Check one:

Location

Specifications for valve (provide specifications or reference to applicable bylaw/standard in space below)

Specifications for flow meter (provide specifications or reference to applicable bylaw/standard in space below)

Provide details below:



**5.22 Is the installation and inspection of the connection required to comply with local government bylaws?**

Check one:

Yes  → If yes, list applicable bylaws in the space below

No  → If no, list alternate standards used

**5.23 Is ongoing maintenance and inspection of the connection required to comply with local government bylaws?**

Check one:

Yes  → If yes, list applicable bylaws in the space below

No  → If no, list alternate standards used



## Solid Waste

### 5.24 What are the First Nation's roles and responsibilities (in addition to those identified elsewhere in this checklist)?

Check all that apply:

Ensure access to reserve and pick-up areas

Maintain bins

Manage communications with residents

Enforce rules/bylaws pertaining to banned substances, bin volume, etc.

Updating the service area

Other (please specify):

### 5.25 What are the service provider's roles and responsibilities (in addition to those identified elsewhere in this checklist)?

Check all that apply:

Maintain equipment (e.g., trucks)

Other (please specify):

### 5.26 Who owns the waste collection infrastructure (bins) on reserve?

Check one:

First Nation

Service provider

### 5.27 Who owns the waste collection equipment?

Check one:

First Nation

Service provider



### 5.28 Under what conditions would service provider be permitted to enter onto reserve?

Check all that apply:

To pick up waste and recycling

To deliver community recycling education

Other (please specify):

#### **Other Considerations (for all services):**

- Both parties in the agreement should have insurance to protect against accidents or other unforeseen events.
- If not already included in Level of Service provisions, include details of when invoicing is to occur.
- Sometimes, during the administration of a long-term contract, roles and responsibilities are forgotten and not fulfilled. Reviewing your service agreement annually is a good way to ensure staff members of both parties are familiar with the roles and responsibilities and have fulfilled their requirements.



## 6.0 Rates & Payment

### 6.1 What is the billing period?

Check one:

Monthly

Quarterly

Annually

Other (please specify):

### 6.2 Based on your billing period, by which dates will invoices be issued?

List date(s):

### 6.3 How long does the First Nation have to pay the invoice?

Check one:

30 days

Other (please specify):



#### 6.4 How should the rates be paid?

Check one:

By cheque

Electronically

Other (please specify):

#### 6.5 Will rates stay the same for the duration of the agreement or will they be revised during the term of the agreement?

Check one:

Yes

No  → If no, please describe the process for updating rates during the term of the service agreement:



**Note:** The following questions in this Section are unique to specific service types. You may skip to the service type that fits your MTSA:



**Fire Protection** p. 115



**Sanitary Sewer** p. 117



**Water** p. 116



**Solid Waste** p. 118



## Fire Protection

### 6.6 What is the preferred rate structure?

Check one:

Formula (e.g., percentage of total service area – based on buildings, assessed value, operating budget)

Flat Rate (e.g., per call, per inspection, per building, for area as a whole)

### 6.7 What is included in the rate?

Check all that apply:

On-call retainer

Cost per response

Operations and maintenance costs

Capital costs

Fire safety education

Other (please specify):

### Notes

- The rate structure for fire protection services can vary. Rates are generally calculated based on the number of buildings on the lands covered by the agreement. However, some agreements might outline different charges for different types of buildings, or the charges might be calculated based on the percentage of total or estimated assessed value of buildings in the fire service area. These “formula-based” rates are more common in fire service agreements than in other service agreements.
- Flat rates allow for predictability of costs and revenues for both parties.
- Capital costs are additional fees that local governments charge to cover the costs of new fire halls, vehicles, or equipment (i.e., beyond the day-to-day costs of providing the services). Capital costs may be included in the rate, may be additional, or may not be charged at all. It is important for this to be clear in the agreement.



## Water

### 6.8 What is the preferred rate structure?

Check one:

- User fee only (e.g., flat rate per house)
- Consumption fee only (volumetric)
- Combination of both (please describe):

### 6.9 What is included in the rate?

Check all that apply:

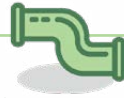
- Operations and maintenance costs
- Capital costs
- Conservation education
- Fee for service items (e.g., inspections, etc.)
- Other (please specify):

#### Notes

- Water rate structures tend to vary – local governments may charge flat rates, metered rates, or a combination. It is important to be clear up-front what the rate structure is and what the charges are covering.

#### Additional costs not included in the rate may include:

- Connection fees
- Capital costs of system improvements
- Fee for service items (e.g., inspections, etc.)
- Additional fees for receiving high-strength effluent
- Many local governments will request that the First Nation pay for the costs of providing sufficient capacity in the municipal water system. In some cases, this may be in the form of a specifically calculated Development Cost Charge (DCC).



## Sanitary Sewer

### 6.10 What is the preferred rate structure?

Check one:

User fee only (e.g., flat rate per house)

Consumption fee only (volumetric)

Combination of both (please describe):

### 6.11 What is included in the rate?

Check all that apply:

Operations and maintenance costs

Capital costs

Other (please specify):

#### Notes

- Most local governments will charge a flat rate for sanitary sewer service; some may charge a metered rate.

#### Additional costs not included in the rate may include:

- Connection fees
- Capital costs of system improvements
- Fee for service items (e.g., inspections, etc.)
- Additional fees for receiving high-strength effluent
- Many local governments will request that the First Nation pay for the costs of providing sufficient capacity in the municipal sewer system. In some cases, this may be in the form of a specifically calculated Development Cost Charge (DCC).



## Solid Waste

### 6.12 What is the preferred rate structure?

Check all that apply:

Flat rate per bin/unit/building

By volume

By frequency

Flat rate for service area

Other (please specify):

### 6.13 What is included in the rate?

Check all that apply:

Collection

Tipping fees

Bin rental and maintenance (if owned by service provider)

Other (please specify):

#### Notes

- Flat rates allow for predictability of costs and revenues for both parties.
- Depending on your location, you may have more than one service provider in your area, so it may be beneficial to compare options and costs.
- Even if there is only one service provider, it may be helpful to compare the costs with other users that are receiving the same services (e.g., how much are residents of the local government paying for garbage collection and disposal?). These costs may not always directly align; however, they can serve as a good benchmark for negotiation.



**Other Considerations (for all services):**

- Specific rates are often included in a schedule to the contract to allow for easy updates, or the agreement may refer to the municipal bylaw rates. More information on rates can be found in **Section 4** of the MTSA Guide.
- Up-front capital costs can be significant. It is important to be clear up front what those costs are, what they cover, and when they apply.
- Capital costs are not funded through the MTSA funding contribution from Indigenous Services Canada and may be available by application to the First Nation Infrastructure Investment Plan process.
- Note that rates and capital costs may not be the only costs involved (see MTSA Component 5.0, Roles & Responsibilities). Additional costs can include fee for service items (e.g., fire prevention, training, etc.).



## 7.0 Communication

### 7.1 What communications elements should be included?

Check all that apply:

Annual meeting of First Nation, local government, and service provider/ operator/Fire Chief (by a given date each year)

A representation from each party should be appointed as principal contact

Agreement to establish a communications protocol

Other (please specify):

### 7.2 How often should representatives from each party meet?

Check one:

Once a year

Twice a year

More frequently (please specify):

#### Notes

- The designation of a formal committee may be required (e.g., a Fire Protection Committee, Utility Committee, etc.). The mandate of this group should be clarified – will they make decisions, or discuss issues and make recommendations to decision makers?

- Including a formal commitment to communicate in your service agreement does not replace the need for more frequent, day to day communication as issues come up at an operational level.

- Proactive communication helps to build a working relationship between parties, collaborate and coordinate activities, and address issues up front.



**Other Considerations:**

- Formalizing the commitment to communicate makes sure that it is documented and carried on throughout changes in staff or leadership at either organization.
- Communication commitments at a government-to-government level are often documented in a Memorandum of Understanding or government-to-government agreement, rather than in a service agreement. The service agreement may indicate the intent to communicate and reference a separate communication protocol.
- Communications should include operational level staff, administration, and elected officials.
- Discussions may include:
  - General update on administration of the service agreement (Are roles and responsibilities being met? Invoices being paid?)
  - Coordination of major maintenance activities
  - Potential upcoming issues or risks, including accessibility issues
  - Future growth and development, and the impact on services
  - Updates to service areas and/or rates
  - Bigger picture opportunities for collaboration



## 8.0 Notification

### 8.1 What should occur when one party needs to contact the other?

Check all that apply:

In-person (followed by written notification by mail or email)

Mail

Email

Phone call (followed by written notification by mail or email)

### 8.2 At what point is notice assumed to have been received?

Check one:

Upon confirmed delivery

5 business days after mailing

Other (please specify):

### 8.3 Under what conditions does the First Nation have to follow the formal notification process?

Check all that apply:

Changes in service area

Invoicing issues

Emergencies

Renewal of MTSA

Breach of MTSA

*Continues on next page...*



Request for termination of services (if they can provide the service themselves)

Disputes

Changes in anticipated growth and development that would impact the service

Inability to fulfill its roles and responsibilities

Access and/or inspections

Service or system issues (e.g., malfunctioning fire hydrants, occurrence of controlled burns, leaks/breaks – please specify):

Other (please specify):

#### **8.4 Under what conditions does the local government have to follow the formal notification process?**

Check all that apply:

Invoicing issues

System issues or service interruptions

Emergencies

Renewal of MTSA

Breach of MTSA

Access and/or inspections

Disputes

Changes in anticipated growth and development that would impact the service

Inability to fulfill its roles and responsibilities

Other (please specify):



## 9.0 Growth and Development

### 9.1 How will growth on reserve be serviced?

Check one:

Commitment to discuss development plans to determine if service provision is feasible

Commitment to provide service to new development

Limit to service provision – no growth permitted

Other (please specify):

---

#### Notes

- Consider whether your community anticipates future growth and development that might impact services. Will the type of growth or development be like what currently exists or different? When will it likely occur?
- Consider whether the service provider accommodate additional growth and development. How much additional service can be provided – are there limits?
- Will existing terms (i.e., rates, requirements) remain the same for new units / buildings / areas or will they be different?
- What is the process for requesting additional services?
  - How much advanced notification is required by the First Nation to inform the service provider that additional service is required?
  - What information does the service provider require to make a decision? How long does the service provider have to respond?
  - Under what conditions may the service provider refuse or limit additional service?
  - Under what conditions may the First Nation contract a new or additional provider to meet its increased needs?
- Minor growth and development of existing uses within an existing service area is likely to be accommodated, although changes such as solid waste collection schedules or frequency of service may be required.
- Accommodating major growth and development within the service area, an increase in intensity (e.g., unit density), a significant expansion of the service area, or new types of uses may not be guaranteed and may be subject to approval by the service provider. This may require a new or re-negotiated agreement, or a separate agreement for a capital contribution towards system expansion.
- To ensure that future growth and development can be accommodated, it is important to notify and work with the service provider well in advance. Some agreements contain clauses encouraging collaboration between the parties.
- When the service area is changed, the maps or lists of addresses in your agreement will need to be updated.
- New growth and development may incur capital cost charges (see MTSA Component 6, Rates and Payment) both on and off reserve.



## 10.0 Dispute Resolution

### 10.1 How will disputes be resolved?

Check one:

Straight to arbitration

Alternative Dispute Resolution (ADR) approach

Other (please specify):

#### Notes

- Dispute resolution terms are not always included in agreements; however, such terms (even basic ones) are important to ensure a strong, clear, and functional agreement. They ensure that disagreements are resolved in a fair and balanced manner, so that both parties may move forward.
- Disputes should be resolved by a neutral arbitrator.
- **Alternative Dispute Resolution (ADR)** refers to resolving disputes between parties in ways other than going to court. The three most used ADR methods include arbitration, mediation, and negotiation. An ADR method is recommended, as it leaves litigation as a last resort and is more likely to maintain a good working relationship between the parties. ADR methods are typically consensual in nature and have a flexible dispute resolution process. They are also cost effective, confidential, and typically have a speedier resolution than going to court.

### 10.2 What happens if the First Nation fails to meet payment terms?

Check one:

Notification given and \_\_\_\_\_ days provided to resolve breach. If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Notification given and time period defined to resolve breach (time defined on a case-by-case basis). If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Straight to dispute resolution process identified in 10.1

Other (please specify):



### 10.3 What happens if the First Nation defaults? (not related to payment)

Check one:

Notification given and \_\_\_\_\_ days provided to resolve breach. If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Notification given and time period defined to resolve breach (time defined on a case by case basis). If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Straight to dispute resolution process identified in 10.1

Other (please specify):

### 10.4 What happens if the local government defaults?

Check one:

Notification given and \_\_\_\_\_ days provided to resolve breach. If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Notification given and time period defined to resolve breach (time defined on a case-by-case basis). If breach remains unresolved, initiate dispute resolution process identified in 10.1.

Straight to dispute resolution process identified in 10.1

Other (please specify):



## 11.0 Suspension and Termination

### 11.1 Under what conditions could this MTSA be terminated?

Check all that apply:

Upon the request of the First Nation if they are able to provide the service themselves (specify how much notice would be required):

Only if a judge has ruled that the contract be terminated (based on the dispute resolution process defined in the MTSA)

Other (please specify)

Please specify any additional details for the conditions of termination (e.g., which party/parties can terminate the agreement? How much advanced notice is required prior to termination?)

#### Notes

- Services may be terminated under two conditions: with cause (failure to meet terms of agreement) or without cause (one party no longer wants to receive / provide services).
- Termination clauses should identify if capital contributions or rates paid in advance will be reimbursed on a pro-rated basis.
- Termination clauses should consider services that do not have viable alternatives (e.g. water or sewer services in many communities), especially those that are critical to health and safety. Some agreements state that the service provider cannot terminate the provision of these services without the agreement of the other party or with a judge ruling.



## 11.2 Under what conditions could this MTSA be suspended temporarily?

Check all that apply:

Only if a dispute resolution arbitrator has concluded that suspension is appropriate (based on the dispute resolution process defined in the MTSA)

Only if a judge has ruled that the contract be suspended (based on the dispute resolution process defined in the MTSA)

Other (please specify):

### Notes

- Suspension provides an opportunity for the party in breach of contract to correct the issue(s) and preserve the agreement. It serves as an intermediate step between service provision and termination.

### Other Considerations:

- It is important that the conditions and procedures for suspension and termination are clearly defined and that advanced notice is required to ensure the party in violation has an opportunity to either remedy the issue (if in violation) or make alternative arrangements (if service is still required).
- Suspension and termination require sufficient notice be provided, as per the terms of the agreement (see **MTSA Component 8.0, Notification**). At least 60 to 120 days advanced notice is typically required. The period of advanced notice prior to termination typically increases based on how long it would reasonably take to make alternate arrangements for service provision. For example, water and sanitary sewer agreements typically provide for long periods of advanced notice, because making alternate arrangements for service provision can be difficult.



## End Notes

### Additional MTSA Elements

Please note, this checklist does not address standard MTSA elements such as:

- Schedules
- Acknowledgement of Rights
- Liability and Insurance
- Indemnity
- Amendment
- Assignment
- Headings
- Entire Agreement
- Governing Laws
- Enurement

Lawyers will add these pieces in as standard practice.

### Insurance

Both parties should consider and purchase the appropriate insurance.

#### **Comprehensive MTSA**s

- Comprehensive MTSA
- Comprehensive MTSA
- are MTSA
- s that cover the provision of most municipal services (e.g., water, fire protection, sewer, recreation, roads, etc.) in a single agreement. When using comprehensive MTSA
- s, each service should be defined and evaluated independently to ensure that terms are fair for both parties and that needs are met. There should be clearly defined terms for each service – particularly for levels of service, roles and responsibilities, and rates. Further information on comprehensive MTSA
- s can be found in [Section 6](#) of the Guide.



# Checklist: Developing Rates

## Tool 4.2

Use this checklist to confirm you and have considered all aspects of developing rates.

### Have you considered:

Who is responsible for operations and maintenance?

Asset renewal costs – are they included in rates, specified as a future lump sum amount, or excluded?

How level of service may be different between the First Nation and local government residents?

If rates are straight-forward to administer?

How rates compare to those of the service provider?

## **TOOLKIT**

# Section 5 Once an MTSA Has Been Developed

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### **Tools:**

Tool 5.1 Checklist: Good Practices for Operations and Maintenance

Tool 5.2 In-Depth Technical MTSA Review

Tool 5.3 In-Depth Strategic MTSA Review



# Checklist: Good Practices for Operations and Maintenance

## Tool 5.1

Use this tool to check, at a very high level, whether your community is following O&M best practices. Does your community:

Have a clear understanding of how O&M responsibilities are divided between you and your service delivery partner?

Have a schedule for preventative maintenance?

Track maintenance activities against the established schedule?

Provide ongoing O&M training to personnel to ensure skills and knowledge are up to date?

Have O&M manuals available for all infrastructure?

Discuss relevant O&M practices regularly with your service partner?

Regularly review and discuss changes in legislation or requirements (e.g., drinking water quality guidelines)?

The above checklist is just an introduction to O&M good practices and part of an overall asset management program for your community to proactively manage the assets and deliver services to your community in a sustainable way.



# In-Depth Technical MTSA Review

## Tool 5.2

The In-Depth Technical MTSA Review Tool is designed to help First Nations and local governments identify the strengths and weaknesses of an existing MTSA. If your service provider is private rather than a local government, some of these components may not be relevant or may need to be considered further. For example, considerations for growth and development may be different. A private service provider may or may not be willing to including provisions for extending services if growth occurs. The assessment matrix is organized into ten components (rows), and by performance level (columns). Performance improves from left to right as follows:

- **Level 1 – Needs Improvement**
- **Level 2 – Adequate Performance**
- **Level 3 – Good Performance**

For each of the rows, choose the cell that most closely describes your MTSA (simply check the appropriate box). If you feel that your MTSA falls between two cells, choose a cell and explain in the comment box below. Add comments as needed for each component in the blank spaces provided. It is recommended that MTSAs achieve at least Level 2 on all components – otherwise, steps should be taken to improve. If your MTSA scores Level 1 on a component, make note of the reasons for this.

The [In-Depth Technical MTSA Review Tool](#) can be used in conjunction with the [Tool 4.1 Checklist: MTSA Development](#), which provides more detail about the process of developing an MTSA. This assessment tool is not intended to be a substitute for legal review.



	Level 1	Level 2	Level 3
<b>1</b> <b>Term of Agreement</b>	Term is less than 5 years.	Term is 5 years or greater.	Agreement is evergreen, providing long-term stability for partners.
<b>2</b> <b>Renewal Terms</b>	No renewal provisions included.	Agreement is renewable, but specific timing of re-negotiations is unclear.	Parties agree to enter negotiations at least a year prior to expiry of current agreement.
<b>3</b> <b>Service Area</b>	Service area is not identified.	Service area is mentioned, but is not fully defined (e.g., mentions “reserves” but does not name which specific ones).	Service area is clearly defined.



	Level 1	Level 2	Level 3
<b>4</b> Level of Service	Level of service is not explicitly mentioned.	Level of service is only defined as “being the same as that provided within the municipality.”	Level of service is defined in detail for each service provided. Details on relevant aspects of service delivery (e.g., quantity, quality, frequency) are included.
<b>5</b> Roles and Responsibilities	Roles and responsibilities are not clearly articulated.	Roles and responsibilities are outlined for some aspects of service provision, but not all (i.e. construction, asset renewal, O&M, communications).	Roles and responsibilities are clearly articulated for all aspects of service delivery (i.e. construction, asset renewal, O&M, communications). A point person has been identified in each community to handle MTSA issues.
<b>6</b> Suspension of Services	Services can be terminated or suspended without notice at the full discretion of the service provider.	Services can be terminated or suspended with notice at the full discretion of the service provider.	Services can be terminated or suspended with notice, but only for specific reasons outlined in the agreement.



	Level 1	Level 2	Level 3
<b>7</b> <b>Termination</b>	Termination conditions not included in the agreement.	Termination provisions are included, but do not outline detailed conditions under which the agreement could be terminated.	Termination provisions are explicit and detailed, outlining specific conditions under which the agreement could be terminated.
<b>8</b> <b>Notification</b>	No notification provisions included in agreement.	Notification provisions are included, but do not provide all details (i.e. addresses, method of notification, timing).	Notification requirements are clear and specific, and include full details (i.e. addresses, method of notification, timing).
<b>9</b> <b>Growth &amp; Development</b>	No mention of how future growth and development will be serviced.	Future growth and development is mentioned, but no specifics provided on how it will be serviced.	Agreement includes a commitment among all parties to work together to provide services to future growth and development.



	Level 1	Level 2	Level 3
<b>10</b> <b>Dispute Resolution</b>	No dispute resolution provisions included.	The dispute resolution process is not collaborative, and places the onus on one party to find a solution.	The dispute resolution process promotes finding solutions collaboratively through informal communications, negotiations and mediation. Arbitration and litigation are a last resort only if all other efforts fail.



# In-Depth Strategic MTSA Review

## Tool 5.3

In addition to the technical review, periodically conduct a strategic review that explores bigger picture issues and initiates a meaningful discussion with your service partner. The strategic review should include asking questions about how things have gone during the agreement so far, reviewing both the administration of the MTSA and the MTSA itself. This tool can be particularly helpful before beginning the re-negotiation of an MTSA. Both parties may want to use this tool to have internal discussions about these questions first, before continuing by sharing key themes with each other in a joint meeting. Some of the questions may not apply if your MTSA is with a private service provider rather than a neighbouring community.

Some key questions to consider are listed below. In the box below each question, take some time to write out answers that apply to your own situation. Try to provide concrete, context-specific responses that will help to stimulate conversation and ultimately lead to a better MTSA and relationship between service providers.



## How are things going?

### Overall check-in

- What worked well with our last agreement? What successes did we achieve together?
- What did not work well? What challenges did we experience?
- What are we worried about?
- What risks are we taking (e.g., operating in an agreement that does not define levels of service)?

### How is our administrative process going, and how is our relationship?

- Who oversees administration of the MTSA?
- Is the method and frequency of communications/meetings/reporting sufficient?
- Confirm the flow of information: Who is getting the information? What type of information are they getting? Is it sufficient?
- Are we all on the same page regarding how we engage with each other as part of our government-to-government relationship?
- Have there been any disputes? How were they handled?

*Space for your response on the following page*



### **Are service needs being met, and for a fair price?**

- Is the service provider meeting expectations?
- Is the level of service sufficient?
- Review the costs being billed. Have costs changed over time? If so, why?



### **What is the status of the service infrastructure?**

- What is the status of the infrastructure that delivers the service? What is its expected remaining useful life?
- Is regular O&M happening as planned? If not, why? And what issues might this cause?
- Are there any major upgrades planned or needed?
- Are there any issues (e.g., meeting drinking water guidelines, community complaints about a service, etc.)?
- Is inspection and reporting occurring regularly?

### **How have things changed, and what additional changes are coming?**

- Have there been any significant staffing changes? Political changes?
- How has our vision changed since the last service agreement was developed?
- How has our neighbour's vision changed since our last agreement was developed?
- What other conditions have changed since our service agreement was developed?
  - Has the Comprehensive Community Plan been updated?
  - Is there any economic or community development on reserve that will create higher demand for services?
  - Are there any emerging partnering opportunities, including opportunities for us as a First Nation to become more involved in service provision? For example, if system expansion or long-term asset renewal is required in the future, are there mutually beneficial opportunities for partnership?



- What impacts might these changes have for our MTSA, and what should we do about it? Are there future considerations that may impact costs (e.g., impending upgrades, service expansions, changing regulations, etc.)?
- Is anything else expected to change in the future? Are there planned developments that will impact the need for service? If so:
  - What is the type/extent of development?
  - What are the timelines?
  - How will this impact the service requirements?
  - Are any changes required to the service area?

# 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:**

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[NAME OF MUNICIPALITY]

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[Address]

(hereinafter called the "Municipality")

**AND:**

---

[NAME OF FIRST NATION]

---

[Address]

(hereinafter call the "First Nation")

(collectively, the "Parties")

**WHEREAS:**

- 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.

## **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**

### **3. 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.

#### 4. 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:

- (a) *[Name of Applicable Water Bylaws], Schedule [Name of Schedule];*
- (b) *[Name of Applicable Waste Water Bylaws], Schedule [Name of Schedule];*
- (c) *[Name of Fire Protection Bylaw], Schedule [Name of Schedule];*
- (d) *[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:

- (a) *[Name of Applicable Water Bylaws], Schedule [Name of Schedule];*
- (b) *[Name of Applicable Waste Water Bylaws], Schedule [Name of Schedule];*
- (c) *[Name of Fire Protection Bylaw], Schedule [Name of Schedule];*
- (d) *[Name of Solid Waste Bylaw], Schedule [Name of Schedule];*
- (e) *[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: M TSA 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]*.

## **5. 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**

### **6. 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:

- (a) *fire suppression;*
- (b) *fire hydrant maintenance and inspection on the Lands;*
- (c) *first responder services;*
- (d) *fire code inspections;*
- (e) *annual fire safety education; and*
- (f) *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:

- (a) *a maximum response time of fifteen (15) minutes;*
- (b) *based on National Fire Protection Associated Standards;*
- (c) *twenty-four (24) hour/day fire suppression services; and*
- (d) *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:

- (a) *direction regarding the use, allocation, and application of existing resources;*
- (b) *direction regarding the use of additional resources;*
- (c) *demolition of premises when necessary;*
- (d) *level of response during a fire; and*
- (e) *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:

- (a) *any inspection reports and orders that are issued to the occupants or owners of any Buildings on the Lands as they occur;*
- (b) *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*
- (c) *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:
- (a) *copies of those plans that have been approved for all purposed Buildings;*
  - (b) *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:

- (a) *maintain fire hydrants and water distribution lines and other Reserve Infrastructure to the standards required by this Agreement; and*
- (b) *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:

- (a) *inspect street signs/ building numbers;*
- (b) *inspect buildings;*
- (c) *provide first responder services; and*
- (d) *respond to a suspected fire.*

## PART III – WATER AND SEWER SERVICES

### 7. 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.*

- (a) *a supply of potable water to the Lands by a service connection not exceeding a maximum of [Enter Volume] m<sup>3</sup>/d;*
- (b) *A supply of potable water to all individual homes on the Lands;*
- (c) *A supply of potable water sufficient for fire suppression for all buildings on the Lands;*
- (d) *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:*
  - (i) *An Average Dry Weather Flow of [Enter Volume] m<sup>3</sup>/d;*
  - (ii) *A Peak Dry Weather Flow of [Enter Volume] m<sup>3</sup>/d;*
  - (iii) *A Maximum Daily Flow of [Enter Volume] m<sup>3</sup>/d; and*
  - (iv) *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:

- (a) *complying with municipal, provincial, and federal water and sewer regulations;*
- (b) *installation of meters at point of water and sewer service connection;*
- (c) *inspection and maintenance of water and sewer service connection; and*
- (d) *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:

- (a) *maintaining the local government water and sewer system;*
- (b) *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;*
- (c) *ensuring qualifications of water and sewer operations;*
- (d) *implementing source protection measures;*
- (e) *developing an emergency response plan;*
- (f) *reviewing and approving new connections or new infrastructure in a timeline manner;*
- (g) *promoting water conservation by all users;*
- (h) *providing written records of operations and maintenance services for water and sewer services and water quality reports based on a [Insert Frequency] basis;*
- (i) *inspections of on-Reserve water and sewer systems prior to connection and on a regular basis, following protocols;*
- (j) *assessing its water and sewer services at least [Insert Frequency] per term; and*
- (k) *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:

- (a) *Properties on the Lands to the Municipal Water System; and*
- (b) *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.*

### **8. 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:

- (a) *collection and disposal of solid waste [Enter Frequency of Service] limited to [Enter Size and Number of Bins];*
- (b) *collection and disposal of recycling [Enter Frequency of Service] limited to [Enter Size and Number of Bins]; and*
- (c) *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:

- (a) *large items;*
- (b) *hazardous materials;*
- (c) *industrial waste; and*
- (d) *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:

- (a) *ensuring access to reserve pick up areas;*
- (b) *maintaining the collection bins;*
- (c) *managing communications with residents;*
- (d) *enforcing rules and bylaws pertaining to banned substances and bin volumes; and*
- (e) *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:

- (a) *pick up waste, recycling, and compost; and*
- (b) *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.*

### **9. 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**

### **10. 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]**.

### **11. 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:

- (a) *Land development plans, including neighborhood plans;*
- (b) *Servicing plans including long term plans, annual capital plans, and operating budgets;*
- (c) *Changes to taxes, rates, and fees;*
- (d) *Updates to additions to reserve and land code processes;*
- (e) *Updates to community plans;*
- (f) *Changes to regulatory frameworks or bylaws or bylaw enforcement procedures;*
- (g) *Larger developments that may have a significant impact on rates and fees (e.g., multiplex);*
- (h) *Local area service initiatives; and*
- (i) *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.

## **12. 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:

(a) **to Municipality:**

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

(b) **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:

- (a) *changes in service area;*
- (b) *invoicing issues;*
- (c) *emergencies;*
- (d) *renewal of the Agreement;*
- (e) *breach of the Agreement;*
- (f) *request for termination of services;*
- (g) *disputes;*
- (h) *changes in anticipated growth and development that would impact the services provided;*
- (i) *inability to full its roles and responsibilities;*
- (j) *access and/or inspections; and*
- (k) *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:

- (a) *changes in service area;*
- (b) *invoicing issues;*
- (c) *emergencies;*
- (d) *renewal of the Agreement;*
- (e) *breach of the Agreement;*
- (f) *request for termination of services;*
- (g) *disputes;*
- (h) *changes in anticipated growth and development that would impact the services provided;*
- (i) *inability to full its roles and responsibilities;*
- (j) *access and/or inspections; and*
- (k) *services or system issues.*

### **13. 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].

### **14. 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:

- (a) *Informal communication between the Municipality's CAO, the First Nation's Band Administrator, and other relevant staff from the Municipality and the First Nation;*
- (b) *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*
- (c) *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.

## **15. 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.

## **16. SCHEDULES**

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

## **17. 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.

**18. 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.

**19. 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.*

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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]

# Glossary

## ***Alternate Dispute Resolution (ADR)***

ADR refers to resolving disputes between parties in ways other than going to court. The three most used ADR methods include arbitration, mediation, and negotiation. ADR is recommended as it leaves litigation as a last resort and is more likely to maintain a good working relationship between the parties. ADR methods are typically consensual in nature and have a flexible dispute resolution process. They are also cost effective, confidential, and typically have a speedier resolution than going to court.

## ***Capital Contribution Agreement***

A Capital Contribution Agreement documents the up-front, one-time capital contribution that each party has made to a project, in addition to the rationale for contributions (e.g., cost sharing formula or assumptions, full cost accounting principles or best practices referenced, etc.).

## ***Community Infrastructure Partnership Program (CIPP)***

A former program initiated by FCM and supported by ISC to improve community infrastructure and build new partnerships between local governments and First Nations. Several resources developed through the program can be found at [www.fcm.ca](http://www.fcm.ca) by searching 'CIPP'.

## ***Comprehensive Municipal Type Service Agreement***

Comprehensive MTSAs are MTSAs that cover the provision of most municipal services (e.g., water, fire protection, sewer, parks, recreation, libraries, roads, etc.) in a single agreement. When using comprehensive MTSAs, each service should be defined and evaluated independently to ensure that terms are fair for both parties and that needs are met. There should be clearly defined terms for each service – particularly for levels of service, roles and responsibilities, and rates.

## ***Development Cost Charge (DCC)***

Development Cost Charges (DCCs) are monies that are collected from land developers by a municipality to service the needs of new development and offset infrastructure expenditures incurred. The charges are intended to facilitate development by providing a method to finance capital projects related to roads, drainage, sewers, water, and parkland. DCCs may be imposed by bylaw pursuant to the Local Government Act.

**Evergreen**

This describes a term, or duration, of a service agreement that is ongoing. In effect, an evergreen service agreement does not have an expiry date and recognizes that certainty into the future about service delivery is useful for both parties. Rates in these agreements may be updated regularly to reflect changes in costs, but the terms are not revisited at a pre-defined date. Evergreen service agreements typically include clauses that allow either of the parties to terminate the contract if needed.

**Federation of Canadian Municipalities (FCM)**

A union of Canadian cities, small urban and rural communities that advocates to have the needs of municipalities reflected in federal policies and programs.

**Government-to-Government**

This phrase describes the relationship between the elected officials of two governments. Government-to-government relationships are critical to achieving successes in identifying and realizing a common vision between neighbouring communities.

**Indigenous Services Canada (ISC)**

One of the federal government departments responsible for meeting the Government of Canada's obligations and commitments to Indigenous peoples by working collaboratively with partners to improve access to high quality services for First Nations, Inuit, and Métis communities. The department's vision is to support and empower Indigenous peoples to independently deliver services and address the socio-economic conditions in their communities.

**Level of Service (LoS)**

The measure of the quality, quantity, or standard of service provided. Level of service may be related to physical infrastructure capabilities (e.g. capacity of a water pipe) or may be related to operational expectations (e.g. frequency of garbage collection, response time of a fire truck).

### ***Memorandum of Understanding (MOU)***

An MOU is a type of protocol that establishes a formal agreement between two parties, outlining the intent to partner on a particular project or initiative (e.g. an MTSA) and sharing principles for maintaining a relationship. These agreements do not need to be long or complicated – they can consist of one-page documents that help ensure both parties are on the same page. An MOU is signed at the government-to-government level and may require a longer process that includes building the relationship and mutual understanding prior to agreeing on principles. An MOU is intended to provide guidance and is not a legally binding document

### ***Municipal Type Service Agreement (MTSA)***

An agreement between two communities or a community and service provider for the provision of municipal type services (e.g. water, sewer, fire protection, garbage collection, etc.). These agreements may also be referred to as municipal service agreements, or simply, service agreements.

### ***Mutual Aid Agreement (MAA)***

Mutual Aid is a predetermined relationship between parties to mobilize emergency resources for additional emergency assistance. A Mutual Aid Agreement captures the preplanning information necessary to promote a safe and effective mutual aid response to support in the saving of lives.

### ***Next Generation 9-1-1 (NG 9-1-1)***

An initiative aimed at updating the 9-1-1 service infrastructure in Canada to improve public emergency communications services in a wireless mobile society. In addition to calling 9-1-1 from a phone, it intends to enable the public to transmit text, images, and video to a 9-1-1 Public Safety Answering Point (PSAP).

### ***Operations and Maintenance (O&M)***

Operations refers to the design or implementation of the programs, services, policies, or systems, and related procedures of a local government or First Nation. Operations refers to the day-to-day activities required to provide service delivery to residents, businesses, schools, and other users. Maintenance involves the monitoring, testing, servicing, repairing, or replacing of necessary equipment, infrastructure, and supporting utilities so that assets can perform the required functions and achieve the intended service delivery objectives throughout their expected life. Effective O&M is critical to delivering desired levels of service today and into the future.

**Protocol**

A government-to-government protocol is a formal agreement between two governments – such as a First Nation and a municipality, regional district, or the Province – that establishes a foundation for the relationship and sets principles that guide how the governments will work together. The protocol recognizes that the First Nation is its own government and should be treated as such. Government-to-government protocols do not need to be perfect – they can be updated as needed to reflect the changing nature of the relationship. Some government-to-government protocols are high level agreements and are not linked to specific projects or negotiations (such as MTSAs). They may touch on reconciliation, land, resources, economic development, communications, dispute resolution, and other areas of mutual concern.

**User fee**

A price for a service that is imposed on the person (or people) that use the service.

# Resources

Comprehensive Community Planning Handbook

<https://sac-isc.gc.ca/eng/1377629855838/1613741744194>

CivicInfo

[www.civicinfo.bc.ca](http://www.civicinfo.bc.ca)

Federation of Canadian Municipalities (FCM) - Service Agreement Toolkit

<https://fcm.ca/en>

<https://fcm.ca/en/resources/fnmcp/service-agreement-toolkit>

First Nations in BC Knowledge Network

[www.fnbc.info](http://www.fnbc.info)

First Nations Waste Management Initiative

[www.sac-isc.gc.ca/eng/1491490781609/1533647730166](http://www.sac-isc.gc.ca/eng/1491490781609/1533647730166)

Indigenous Zero Waste Technical Advisory Group (IZWTAG)

<https://izwtag.com/>

Infrastructure Planning Guide & Toolkit

[www.nautsamawt.org/infrastructureplanningguide](http://www.nautsamawt.org/infrastructureplanningguide)

Local Government Management Association (LGMA)

[www.lgma.ca](http://www.lgma.ca)

Ministry of Municipal Affairs

<https://www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/municipal-affairs-housing>

Recycling BC - First Nations Recycling Initiative (Recycle BC)

<https://recyclebc.ca/first-nations-recycling-initiative/>

Union of British Columbia Municipalities (UBCM)

[www.ubcm.ca](http://www.ubcm.ca)

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