

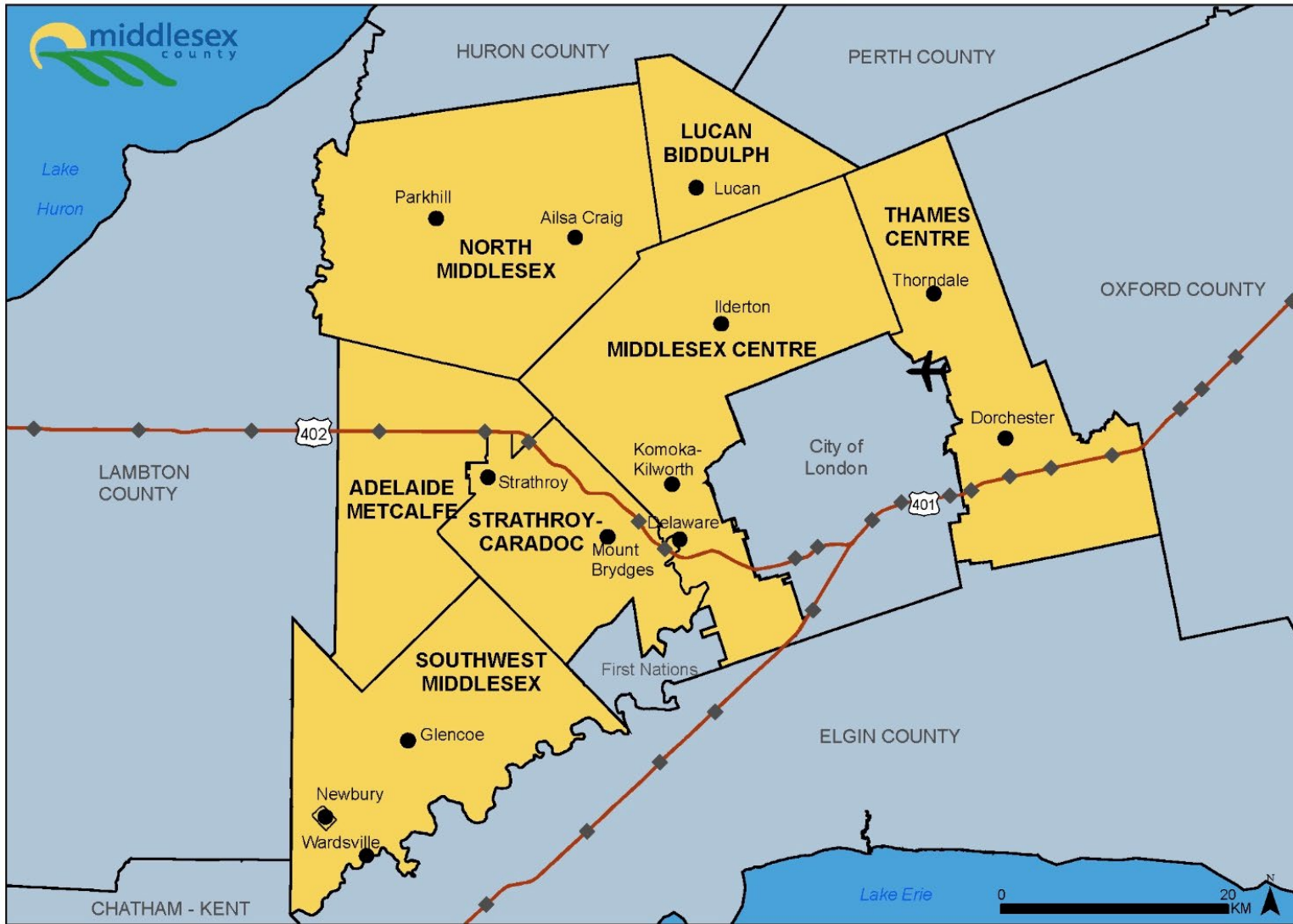
# MUNICIPAL ACCESS AGREEMENTS

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Middlesex County

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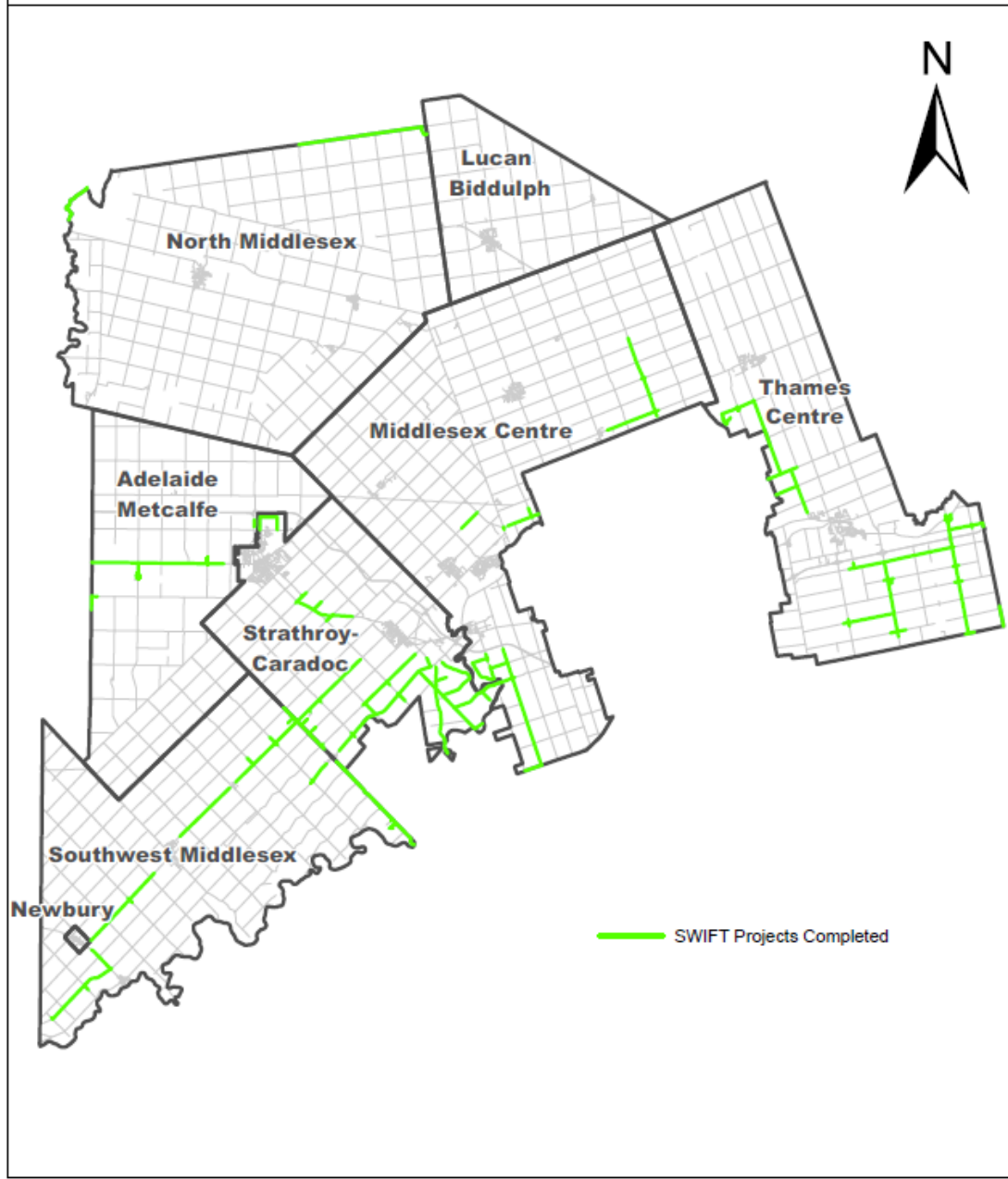


# Middlesex County

# Broadband in Middlesex

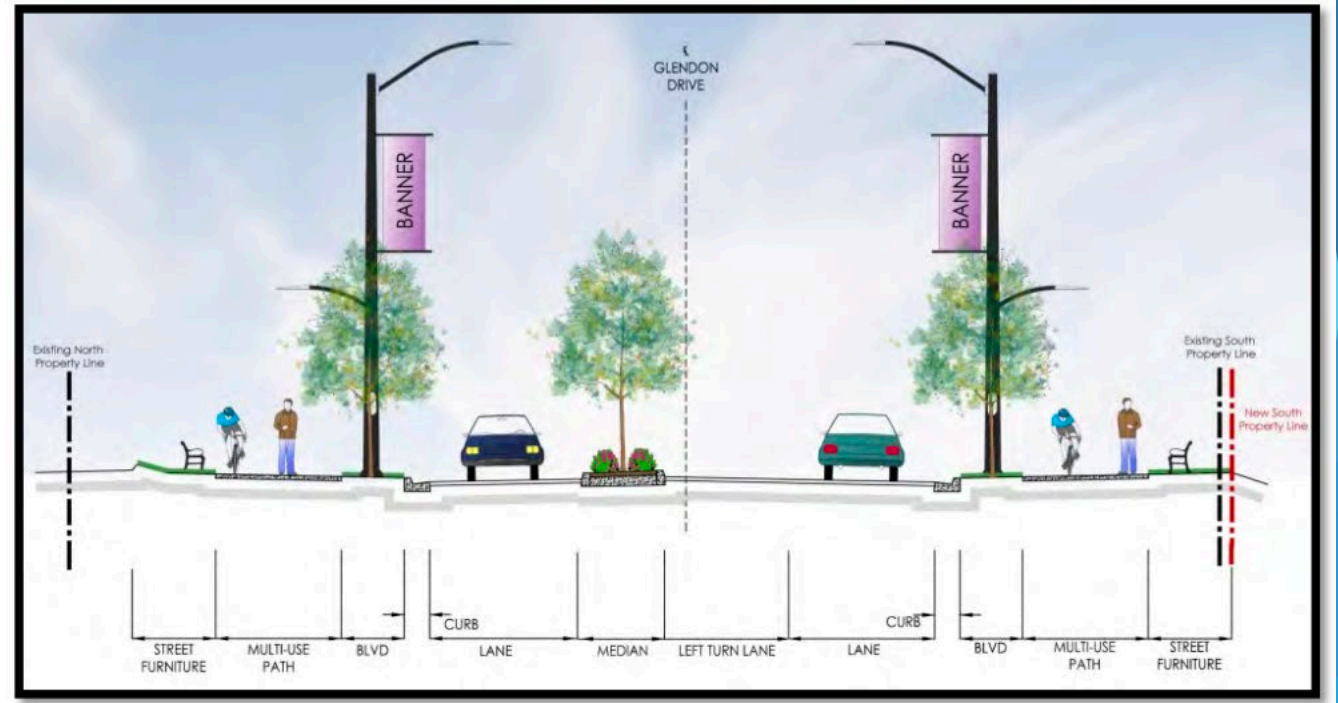
- ▶ **Southwestern Integrated Fibre Technology (SWIFT)**
  - ▶ Connected over 1800 households
  - ▶ More than 220 km of infrastructure installed within County road allowances
  - ▶ Service provided through 6 different broadband providers
- ▶ **Accelerate High-Speed Internet Program (AHSIP)**
  - ▶ Middlesex County broken into 3 separate lots
  - ▶ Each lot is represented by a different service provider as per the RFP phase of this project
  - ▶ The first lot has already seen significant progress and is well ahead of the 2025 provincial deadline for completion

# SWIFT Projects Completed Middlesex County



# Broadband Infrastructure Challenges

- ▶ Physical space within municipal right of ways can be strained and must provide room for above ground and underground infrastructure including:
  - ▶ Driving surface
  - ▶ Sidewalks and pedestrian facilities
  - ▶ Sewers
  - ▶ Watermains
  - ▶ Natural gas pipelines
  - ▶ Hydro infrastructure
  - ▶ **TELECOMMUNICATIONS & BROADBAND INFRASTRUCTURE**



# Rights and Regulations

- ▶ Municipalities are the owners and regulators of the right of ways under their jurisdiction
- ▶ Telecommunications are considered vital infrastructure and have the right to locate within right of ways
- ▶ However this right is subject to municipal consent, and that consent cannot be unreasonably withheld
- ▶ Facilitation of this consent can be arranged through a *Municipal Access Agreement*

# Municipal Access Agreements

- ▶ Municipal Access Agreements (MAAs) are road-use agreements dealing with regulation, causal costs, security, and other covenants
- ▶ They are not ‘leases’ and do not charge ‘rent’
- ▶ The intent of the MAA is to provide a consistent and predictable process with cost certainty for telecommunications providers
- ▶ Is a form agreement that can be quickly utilized to fast track the approval of telecommunication infrastructure
- ▶ Can be modified when appropriate to recognize the unique needs of the municipality



# Municipal Access Agreements

- ▶ Typical elements in the MAA form:
  1. Blanket Nature and Plans
  2. Permitting Structure
  3. Causal Costs
  4. Individual Permit Security
  5. Blanket Security
  6. Term & Breach
  7. Removal of Equipment
  8. Work Responsibility
  9. Indemnity & Insurance
  10. Permits & Security in the name of MAA holder
  11. Affiliates and Relocation





# 1. Blanket Nature and Plans

- ▶ The MAA form allows for a telecom's use of all road allowances in the respective signatory's municipality
- ▶ Requires the submission of construction, traffic control and other relevant plans for construction, and as built drawings once the project has been completed

## 2. Permitting Structure

- ▶ Subject to municipal permits including: entrance, work, road occupancy, moving, oversize/overweight vehicles, half-load restrictions and the fees relevant to such permits
- ▶ Each municipality's permitting process should be reflected in the MAA including instructions and direction from the Director of Public Works
- ▶ Exemptions for routine maintenance work that does not require excavation or disruption to traffic or pedestrian travel
- ▶ These exemptions should be clearly articulated in the MAA

## 3. Casual Costs

- ▶ Municipalities have the right to recover ‘casual costs’ incurred including:
  - ▶ Review of plans including traffic control and detour
  - ▶ Input of as built drawings into GIS databases
  - ▶ Post construction review of completed works
  - ▶ Administration of security needs
  - ▶ Posting of notices related to construction and detours
  - ▶ Administration of the MAA
- ▶ Flexibility to choose either ‘leading factor’ or ‘annual cost’ (both approved by CRTC)

## 4. Individualized Permit Security

- ▶ Most municipal permits allow for the collection of a ‘security deposit’ as a reasonable means to undertake repair or correct construction related issues
- ▶ Permitted and should be clearly articulated in the MAA

## 5. Blanket Security

- ▶ This security ensures that the Telecom provider meets all of the obligations of the MAA
- ▶ Can be drawn to cover damages but can also be used to further future applications or cover Individualized Permit Security
- ▶ Streamlined process that can fast track the issuance of individualized permits and reduce administration costs



## 6. Time & Breach

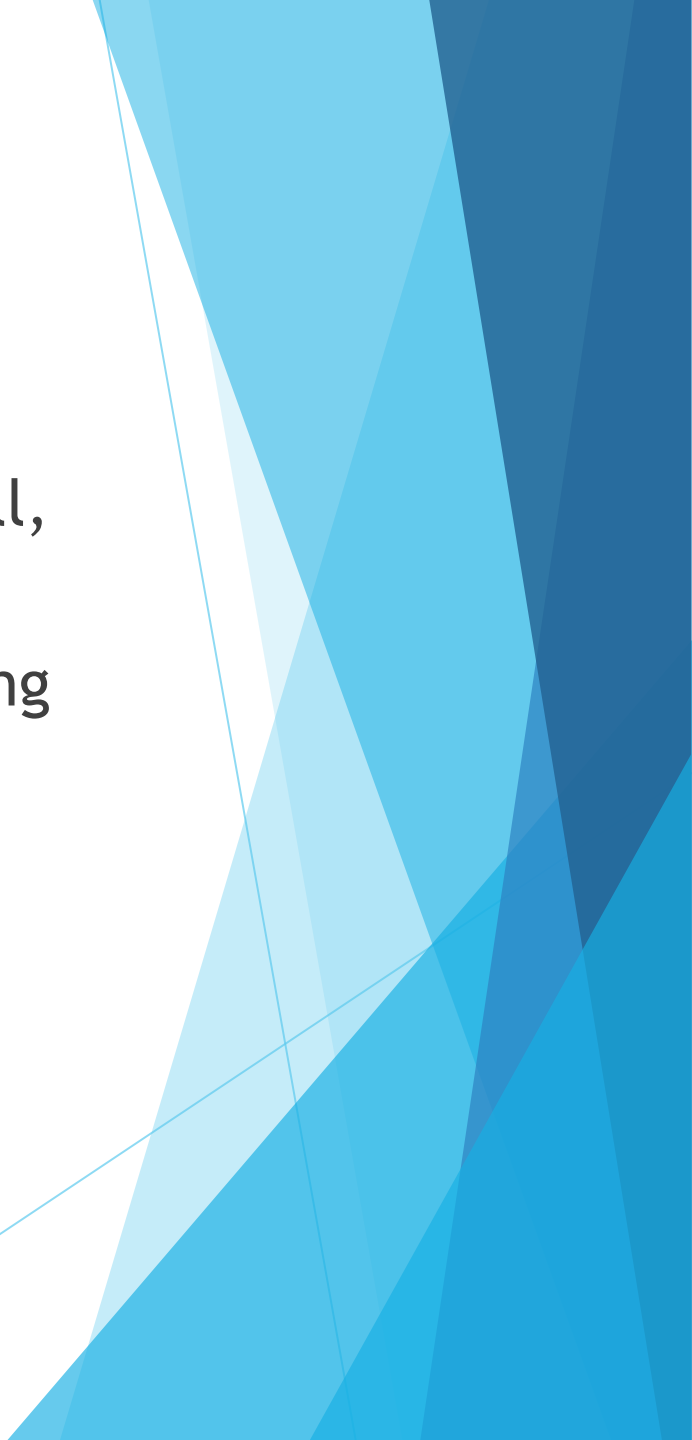
- ▶ Provides for an initial term and multiple auto-renewals for terms that meet the needs of the telecom
- ▶ Reasonable provisions to allow repair of breaches and eventual termination of not sufficiently addressed

## 7. Removal of Equipment

- ▶ Terms for the removal of abandoned equipment and/or making safe of abandoned equipment
- ▶ Guarantee of no interference with a municipality's operational improvement of the right of way



## 8. Work Responsibility

- ▶ Requirement to responsibly locate, install, and restore the right of way
  - ▶ Coordination with other utilities (including other telecoms)
  - ▶ Provision of warranty of repairs
  - ▶ Road cuts and/or road bores to the satisfaction and direction of the municipality
- 



## 9. Indemnity & Insurance

- ▶ Full indemnity of the municipality by the telecom both for itself and its agents and contractors
- ▶ Insurance by the telecom of all work and identification of the municipality as an additional insured
- ▶ Requires telecom to ensure contractors provide same degree of insurance

## 10. Permits and Security in the name of MAA holder

- ▶ MAA holder should be held responsible for all of its sub-contractors
- ▶ While a sub-contractor may act as an agent of the MAA holders to provide security on behalf of the telecom the municipality should not have any contractual relationship with those sub-contractors
- ▶ Provides a clear line of communication to deal with construction related issues directly with the MAA holder
- ▶ Intent is to prevent confusion, litigation and to reduce liability

# 11. Affiliates & Relocation

- ▶ Allows transfer of “all rights and obligations” to affiliates
- ▶ Fair relocation cost allocations

<b>Year(s) After Installation of Plant</b>	<b>Percentage of Relocation Costs Paid by the County</b>
1	100%
2	100%
3	100%
4	90%
5	80%
6	70%
7	65%
8	60%
9	55%
10	45%
11	40%
12	35%
13	30%
14	20%
15	10%
16	5%
17 onwards	0%

# Middlesex County Experience

- ▶ Process has evolved over time and has been great for both the County and the telecommunications providers
- ▶ The same form of MAA has been adopted by the County and each of our local municipalities providing a clear and predictable process for the telecoms wherever they may need to install infrastructure in the area
- ▶ The MAA has been endorsed and accepted by all telecoms as an industry standard
- ▶ Suitable and appropriate for all telecoms regardless of size and scope of project

# MAA Benefits for Telecoms

- ▶ Provisions that are predictable, clear, consistent, transparent, and appropriate
- ▶ Reasonable permit and casual costs fees
- ▶ Meets or exceeds the regulated requirements and provides an expedited approval process for new infrastructure
- ▶ Streamlines the process for multiple and future projects





# MAA Benefits for Municipalities

- ▶ Allows for the management of road allowances and infrastructure with full cost recovery at the lowest cost to the telecom
- ▶ Ensures that local taxpayers are not subsidizing the costs of construction or maintenance of telecommunication infrastructure
- ▶ Straightforward streamlined process that can be utilized with any size of telecom



## Questions?

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