

Municipal Access Agreement Template 101

December 3, 2024



Association of
Municipalities
of Ontario



Rural Ontario
Municipal Association

Agenda

Topic	Lead
1. Welcome	Karen Nesbitt, Senior Manager, Policy, AMO
2. Context	Jason St-Pierre, CEO, Eastern Ontario Regional Network
3. MAA for Provincially Designated Broadband Projects: Template Overview	The Rights-of-Way Partnership: Steve Murphy, Ed Plant and Stéphane Émard-Chabot
4. MAA for Provincially Designated Broadband Projects: Guidance	The Rights-of-Way Partnership
5. Qs and As	All Moderator: Karen
6. Close	Karen

Context

- Challenges in broadband rollout
- **MAA goal:** to help municipalities negotiate ISP access to their rights-of-way, to help save time and reduce risk/liabilities related to the rollout of the Accelerated High-Speed Internet Program (AHSIP)
 - Developed by Ministry of Infrastructure working with the Eastern Ontario Regional Network
 - Written by the Rights-of-Way Partnership



MAA for Provincially Designated Broadband Projects: Template Overview

Forward

Why we are here ...

Telecommunications Act, SC 1993, c 38

Entry on public property

43(2) A Canadian carrier may enter on and break up any highway or other public place for the purpose of constructing, maintaining or operating its transmission lines and may remain there for as long as is necessary for that purpose, but shall not unduly interfere with the public use and enjoyment of the highway or other public place.

Consent of municipality

43(3) No Canadian carrier shall construct a transmission line on, over, under or along a highway or other public place without the consent of the municipality or other public authority having jurisdiction over the highway or other public place.



Chapter 1

MAA for Provincially Designated Broadband Projects

Template Walk Through

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MAA for Provincially Designated Broadband Projects: Guidance

Things to consider



Chapter 2

MAA for Provincially Designated Broadband Projects Template

Challenges and
Things to Consider

What the Template Can Do is ...

Manage a Municipality's Risk
due to the Installation and
Presence of New
Telecommunications
Infrastructure
Associated with Provincially
Designated Broadband Projects
Only

It should NOT be used for ...

Overall access to a
Municipality's Rights-of-Way
(ROW's) for other projects
or to replace an MAA

because

What the Template Cannot
Do is ...

Manage a Municipality's Risk
due to the Installation and
Presence of all
Telecommunications
Infrastructure
within a Municipality's ROW's
(where a full MAA would be
more appropriate)

What type of pushback a Municipality can expect from a Carrier (OR “ISP” as commonly used on ASHIP) includes ...

Pressure to use the Carrier’s agreement.

Their agreements are not much shorter than a full-blown MAA, and do not set the relationships and responsibilities correctly.

What type of pushback a Municipality can expect from a Carrier is ...

Inclusion of some Definitions, such as ...

“Administration Costs” – A surcharge of 15% added to any invoice for directly recoverable costs. This surcharge represents additional or incremental costs incurred by the Municipality to manage telecommunications projects which are recoverable by the Municipality but which, for ease of administration, are folded together into this surcharge.

“Applicable Law” means all manner of applicable law of general application from all sources – e.g. statutes, regulations, codes, standards, Municipality bylaws, and the common law – that are relevant to any aspect of this Agreement.

What type of pushback a Municipality can expect from a Carrier is ...

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

What type of pushback a Municipality can expect from a Carrier is ...

Item	Details	Fee*
Utility Alignment Permit (UAP)	Approval valid for six months.	\$1,000 per 2 km underground or \$1,000 per 5 km aerial (including a 20 m wrap-around)
Item	Details	Fee*
Small Project Fee	UAP applications that are less than 20m	Calculation Required
Large Project Fee	UAP applications that are greater than 20m	Calculation Required
Rate per linear metre	Large projects only	Calculation Required
ROP Fee	Applicable with no UAP is required	Calculation Required
UAP Extension	Extension of previously approved UAP (expired within 6 months)	\$50 per extension
Road Occupancy Permit (ROP)	Cost per application.	\$150 per application
ROP Revision or Extension		\$50 per application
Re-Inspections	Inspections required when deficiencies are noted after construction.	\$175 per re-inspection visit
Pavement Degradation **		\$1.25 per linear metre

What type of pushback a Municipality can expect from a Carrier is ...

SCHEDULE "A" - Permits Required to Perform Work
Road Occupancy Permit = ROP, Utility Alignment Permit = UAP, Right of Way = ROW

WORK ACTIVITY	No Permit or Notification Required	Notification Only Required	ROP Required	UAP Required
• Maintenance, testing and repair to cabinets, pedestals, poles, and other above ground Equipment, including replacement (except pole replacement), but with no significant increase in the size or depth.	√			
• Routine maintenance and repair where there will be minimal physical disturbance or changes to the ROW or its use, including: - field testing and test-pitting; - installing single Service Connections; or - replacing ***like for like*** structures (without adding more Equipment)			√	
• Aerial Service Connections		√		
• Buried Service Connections			√	
• Pulling or placing cabling through or on existing Support Structures (with or without pits) • Tree trimming			√	√
• Excavations (including <u>day-lighting</u>) within the ROW to investigate subsurface conditions, infrastructure location or to perform maintenance No additional Equipment installed			√	
• Cable pulling and placing through incidental duct where there will be excavation			√	√
• All new direct buried and aerial installations (excluding Service Connections)			√	√
• Directional boring and associated pits for Work of installing new Equipment			√	√
• New installation of cabinets, pedestals, poles and other above-ground Equipment, or significant increase in size of any of the above			√	√
• Road crossings, including buried Service Connections crossing the road			√	√
• Relocation of underground or surface Equipment			√	√

The End

Or should we say ...

The Beginning

Qs & As

Wrap-up

- While not mandatory, ROMA recommends that municipalities negotiate MAAs with ISPs
- Ideal to finalize an MAA before construction starts, but it's not a legal requirement for construction
- Infrastructure Ontario's [Technical Assistance Team](#) provides support on MAA disputes
 - Email: TAT@infrastructureontario.ca
- Find the new template and other broadband resources on [ROMA's Broadband webpage](#)



Thanks for joining!

Presenter Contact Information

The Rights-of-Way Partnership

Steve Murphy, Ed Plant and Stéphane Émard-Chabot

- website: rowpartners.ca
- emails: Ed Ed@teprow.com, Stephane semard-chabot@sicotte.ca and Steve steve.murphy@svjrconsulting.com

Eastern Ontario Regional Network

Jason St-Pierre, CEO

- website: <https://www.eorn.ca/en/index.aspx>
- email: jst-pierre@eorn.ca

Association of Municipalities & Rural Ontario Municipal Association

Karen Nesbitt, Senior Manager, Policy Centre

- websites: <https://www.amo.on.ca/> and <https://www.roma.on.ca/>
 - email: knesbitt@amo.on.ca
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