Township of Howick Council Agenda
Tuesday, September 15, 2026, at 9:00 a.m.
Howick Council Chambers

1. **Call to Order**

2. **Confirmation of the Agenda**

   Recommended Motion:

   That the Council of the Township of Howick hereby adopts September 15, 2026, Council Agenda as presented.

3. **Declaration of Pecuniary Interest under the "Municipal Conflict of Interest Act"**

4. **Minutes of Previous Meetings**

   Recommended Motion:

   That the Council of the Township of Howick hereby adopts the following minutes, as amended:

   4.1 August 11, 2026 Council Meeting Minutes

   4.2 August 12, 2026 Special Council Meeting Minutes

   4.3 September 3, 2026 Special Council Meeting Minutes

5. **Public Meetings/Hearings**

5.1 Committee of Adjustment

Application MV01-2026 –Patricia Walther & Rob Pettit
Plan 276 Lots 208- 210, 221- 223, 266, Maitland St and Albert St Plan 276 Between Martin St & Maitland River, being Parts 2 and 3 on Plan 22R-7437, Gorrie (2038 Marin Street)

Recommended Motion:

That the Council of the Township of Howick hereby adjourns their Council meeting and the Committee of Adjustment hereby opens a meeting to review application for Minor Variance MV01-2026, submitted by Patricia Walther and Rob Pettit

---

COMMITTEE OF ADJUSTMENT MEETING

5.1.1 Call to Order

5.1.2 Declaration of Pecuniary Interest

5.1.3 Purpose

The purpose of this application is to seek two variances from the Howick Zoning By-law No. 23-1984 to permit the construction of a detached garage on 2038 Martin Street in Gorrie. This application requests relief from two provisions in the Howick Zoning By-law:

1. Section 3 requires where a property abuts an easement, all buildings and structures shall be set back the smallest required side yard stipulated for the zone in which the building is to be located. In the VR1 zone the side yard setback is 1.25 metres for an accessory structure. The applicant is requesting relief to permit a detached garage to be constructed at a 0 metre setback from the easement on the east of the property.

2. Section 15.5 permits a maximum total floor area of 115 square metres for an accessory building on a property over 1 acre in size. The applicant is requesting relief to construct a detached garage at an increased total floor area of 149 square metres (1600 square feet).

5.1.4 Application Process

An application for a Minor Variance was submitted by Patricia Walther and Rob Pettit

Notice of Public Meeting was mailed by the Township to all property owners within 60m of the property on September 2, 2026, and notice was posted on the subject property.

A report has been prepared by Huron County Planner Laura Simpson regarding this application.

5.1.5 Comments

1. **Planner Report**
2. Council's Questions and/or Comments
3. Applicant and/or Agent
4. Registered Delegation
5. Others

5.1.6 Recommendation:

It is recommended that minor variance application MV01-2026 as applied be approved with the following conditions:

1. The applicant provide confirmation to the satisfaction of the Township that the lands acquired from the Township have merged on title;

2. The structure be generally constructed as shown in the elevations and site plan that accompanied the application; and

3. The variance approval is valid for a period of 18 months from the date of the Committee's decision.

5.1.7 Committee of Adjustment Decision

Committee of Adjustment to provide decision to approve, deny or defer application.

Planner's recommendation is to approve this application.

5.1.8 Close Committee of Adjustment

Recommended Motion:
That the Committee of Adjustment for the Township of Howick hereby adjourns their meeting at ____:___ a.m. and reconvened into Open Session.

6. Delegations and/or Presentations

7. Consent Agenda

Items on the Consent Agenda are considered routine and are enacted in one motion. Prior to the motion being voted on, any Council Member may request that one or more items be removed from the Consent Agenda and discussed and/or voted on separately.

Recommended Motion:

That Consent Agenda items 7.1 to 7.3 be received for information and approved.

7.1 DPS-2026-24, July & August 2026 Fire Department Update
For Information Only.

7.2 PW-2026-18, September Department Update
For Information Only.

7.3 FIN-2026-24, Accounts Payable
For Information Only.

8. Regular Agenda

8.1 Planning – Huron County Planner Laura Simpson

9. Municipal Drains - Drainage Superintendent Scott Richardson

10. Staff Reports

10.1 Chief Building Official Ed Podniewicz

10.2 Fire Chief/Manager of Development & Protective Services - Josh Kestner

10.2.1 DPS-2026-22, Used Pumper-Tanker Purchase

Recommended Motion:
That the Council of the Township of Howick receive report DPS-2026-22 for information purposes;

And that Council authorize an additional $43,000.00 plus unrecoverable HST from the Fire Department Reserve for the purchase of a 2018 Freightliner Fort Garry pumper-tanker;

And that Council authorize Staff to finalize the purchase and make the necessary arrangements to place the apparatus into service upon its release by the selling municipality, subject to the satisfactory completion of all required inspections, documentation, and conditions of sale.

And further that Council provide direction to staff regarding the repurposing or sale of Pumper 2-4, and direct staff to transfer proceeds of the sale to the fire reserve if sold.

10.3 Manager of Public Works – Scott Price

10.3.1 PW-2026-19, Bowman Subdivision Winter Maintenance

Recommended Motion:
That Howick Council receives report PW-2026-22, Bowman Subdivision Winter Maintenance, for information;

And that Council direct staff to prepare a Winter Maintenance Agreement between the Township of Howick and 2822071 Ontario Ltd. for the provision of winter maintenance services within the Bowman, effective November 1, 2026;

And that the Winter Maintenance Agreement remain in effect on an interim basis until Phase Two of the Bowman Subdivision is completed and the applicable roads with the subdivision have been formally assumed by the Township of Howick

And that the draft Winter Maintenance Agreement be brought forward to a future meeting of Council for consideration and approval

10.4 Manager of Recreation and Facilities - Brady Ropp

10.5 Treasurer/Manager of Finance - Amy Van Meeteren

10.5.1 FIN-2026-25, Wroxeter Village Management Reserve Transfer

Recommended Motion:
That the Council of the Township of Howick approve the transfer of $6,806.61 plus unrecoverable HST from the Wroxeter Village Management Reserve for the instillation of a new mailbox light fixture.

10.5.2 FIN-2026-26, Respectful Workplace Policy

Recommended Motion:
That the Council of the Township of Howick receive report FIN-2026-26 for information;

And that Council approve the Respectful Workplace Policy as presented.

10.6 Deputy Clerk – Alana Dick

10.6.1 ADM-2026-15, Establish Joint Election Compliance Audit Committee

Recommended Motion:
That Howick Council receive report ADM-2026-15, re. Establishment of a Compliance Audit Committee for the 2026 Municipal Election and authorize the Acting Clerk to proceed with the establishment of a Compliance Audit Committee in accordance with the Municipal Elections Act, 1996;

And That a By-law be passed for the establishment of a Municipal Election Joint Compliance Audit Committee for the Corporation of the Township of Howick and to adopt the Terms of Reference

11. Committee and Board Reports

Recommended Motion:
That the Council of the Township of Howick approve the following Board or Committee minutes

11.1 Belmore Arena Board – July 20, 2026 Meeting Minutes

12. Correspondence

12.1 Howick Minor Hockey – Holiday Dinner and Dance Invitation

Recommended Motion:

That the Council of the Township of Howick accepts Howick Minor Hockey's invitation to the Holiday Dinner and Dance

And that senior managers be directed to consult with their employees to determine whether they would prefer to attend the Holiday Dinner and Dance or receive an alternative Christmas gift or staff appreciation gesture and report back to Council.

12.2 Howick Minor Hockey – Holiday Dinner and Dance Additional Bar Profits

Recommended Motion:
That Council of the Township of Howick hereby approves an extra 25% net bar profits for Howick Minor Hockey for their Holiday Dinner and Dance scheduled for Saturday November 28, 2026 at the Howick Community Centre

12.3 Township of North Huron – Mandated Conservation Authority Amalgamation

Recommended Motion:
That the Council of the Township of Howick endorse the resolution received from the Township of North Huron Regarding the regional consolidation of conservation authorities with a request to reconsider the amalgamation and keep the Lake Huron watershed Conservation Authorities separated from Lake Simcoe area;

And further, that the letter be sent to MPP Lisa Thompson, Premier Doug Ford, the Project Executive for the Lake Huron Regional Conservation Authority, Minister Todd McCarthy, Minister Trevor Jones, Conservation Authority Ontario, and the Ontario Federation of Agriculture

12.4 Town of Caledon – Combat Tick Born Disease

Recommended Motion:
That the Council o f the Township of Howick endorse the resolution received from the Town of Caledon Regarding funding and coordinated plans to combat tick born diseases and that the government of Ontario investigate and implement measures to reduce burgeoning tick populations and to mitigate their associated public health risks

And that such measurers may include safe and effective tick control methods, public education campaigns and coordinated regional strategies and that the province consider increased funding and support for local public health units to address tick-born disease prevention

12.5 Federation of Canadian Municipalities – Telecommunications and rights- of – way

12.6 Wroxeter Hall Board – Resignation

12.7 Maitland Conservation – Meeting Minutes July,15, 2026

12.8 Huron Perth Public Health – Nation Day for Truth and Reconciliation

12.9 Ministry of Municipal Affairs and Housing – Proposal for Standardized Municipal Code of Conduct

12.10 Ministry of Energy and Mines – Broadband Resources for Ontario Municipalities

12.11 B.M. Ross and Associates – 75th Celebration Invitation

12.12 Nuclear Innovation Institute – Clean Energy Frontier Conference

12.13 Saugeen Conservation – Proposed Governance Regulations for Regional Conservation Authorities

12.14 Municipality of Trent Hills – Elimination of the Workplace Safety and Insurance Board's Second Injury and Enhancement Fund (SIEF)

12.15 Ontario Onsite Wastewater Association – Septic Awareness Week

13. Unfinished Business

14. Council Reports

14.1 Council Member Reports

Reeve's Verbal Update from County Council

Verbal Update from Council Members

14.2 Requests by Members

14.3 Notice of Motions

14.4 Announcements

15. Other Business

16. Enactment of By-laws – First, Second & Third Reading

16.1 By-law 43-2026

Recommended Motion:
That the Council of the Township of Howick give third and final reading to adopt By-law 43-2026, being a By-law to provide for drainage works cited as the Merkley Municipal Drain By-law

Enactment of By-laws – First, Second & Third Reading

Recommended Motion:
That Howick Council give first, second, third and final reading to By-laws 61-2026, 62-2026, 63-2026, and 64-2026

16.2 By-Law 61-2026

That the Council of the Township of Howick give first, second, third and final reading to By-law 61-2026;

Being a By-law to amend the Workplace Harassment Prevention Policy By-law 22-2010 for the Township of Howick

16.3 By-Law 62-2026

That the Councill of the Township of Howick give first, second, third and final reading to By-law 62-2026;

Being a By-law to Establish a Municipal Election Joint Compliance Audit Committee and to Appoint Members to the Committee

16.4 By-law 63-2026

That the Council of the Township of Howick give first, second, third and final reading to By-law 63-2026;

Being a By-law to provide for an appointment of Acting CAO.

16.5 By-law 64-2026

That the Council of the Township of Howick give first, second, third and final reading to By-law 64-2026;

Being a By-law to provide for an appointment of Acting Clerk.

17. Closed Session

Recommended Motion:
That a closed meeting of Council of the Township of Howick be held on Tuesday, September 15, 2026 at ______ a.m. in the Council Chambers of the Township Office, in accordance with Section 239(2) of the Municipal Act, 2001, as amended, for the purpose of considering the following matters:

(b) personal information about identifiable individuals, including municipal or local board employees;

(d) labour relations and employee negotiations

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

Agenda moves to Closed Agenda

Council to refer to Closed Agenda for September 15, 2026

Agenda Returns to Open Agenda

18. Motion to Reconvene into Open Session and Reporting Out

Recommended Motion:

That the Council of the Township of Howick reconvene into Open Session at ____a.m.

Reeve Harding to report out the reasons Council met in Closed Session.

19. Motion Coming Out of Closed Session

20. Confirming By-law

20.1 By-law 65-2025

That the Council of the Township of Howick give first, second, third and final reading to By-law 65-2026;

Being a By-law to Confirm the Proceedings of the Council meeting held on September 15, 2026.

21. Adjournment

Recommended Motion:
That the Council of the Township of Howick adjourn the September 15, 2026 Council meeting at ___:___ a.m.

Township of Howick Council Minutes
Tuesday, August 11, 2026, at 7:00 p.m.
Howick Council Chambers

1. Call to Order

Reeve Harding called the meeting to order at 7:00 p.m. and welcomed everyone in attendance.

2. Confirmation of the Agenda

Moved by: Deputy Reeve Gibson

Seconded by: Councillor Grimes

That the Council of the Township of Howick hereby adopts the August 11, 2026, Council Agenda as presented.

Carried.

3. Declaration of Pecuniary Interest under the "Municipal Conflict of Interest Act"

4. Minutes of Previous Meetings

Moved by: Deputy Reeve Gibson

Seconded by: Councillor Grimes

That the Council of the Township of Howick hereby adopts the following minutes:

4.1 July 14, 2026, Council Meeting Minutes

4.2 July 30, 2026, Special Council Meeting Minutes

Carried.

5. Public Meetings/Hearings

6. Delegations and/or Presentations

Reeve Harding called upon Paul Seebach from Seebach and Company to present the Howick Township's 2025 Consolidated Financial Statement.

No questions from Council

6.1 FIN-2026-21, 2025 Auditors Report

Return to Top

Moved by: Deputy Reeve Gibson
Seconded by: Councillor Rognvaldson

- Paul Seebach, Seebach & Company to present Howick Township's 2025 Consolidated Financial Statements

Carried.

7. Consent Agenda

Items on the Consent Agenda are considered routine and are enacted in one motion. Prior to the motion being voted on, any Council Member may request that one or more items be removed from the Consent Agenda and discussed and/or voted on separately.

Moved by: Councillor Rognvaldson
Seconded by: Councillor Grimes

That Consent Agenda items 7.1 to 7.2 be received for information and approved.

7.1 PW-2026-20, August Department Update
For Information Only.

7.2 FIN-2026-22, July 7 to 30, 2026 Accounts Payable
For Information Only.

Carried.

8. Regular Agenda

8.1 Planning – Huron County Planner

8.1.1 PLN-2026-03, Consent Application C50-2026

Reeve Harding called upon Lauran Simpson to present her report.
Consent application C50-2026 Concession 17 Part Lot 11 90886 McIntosh Line, applicant and owner is Peters Pork Limited.
The purpose of this application is to create one lot under the surplus farm dwelling as well as an easement in favour of the retained lands for field access.
4 acres will be severed consisting of a house, two sheds and a small bank barn. 96 acres will be retained. No comments were received from the public or township staff, Huron County has viewed the easement with no concerns. Overall the application meets all requirements, there are no concerns for any minimum distance separations, easement will be referenced in the survey. Staff are recommending approval. No questions form council.

Moved by: Councillor Hargravin
Seconded by: Deputy Reeve Gibson

That Howick Council recommend to the County of Huron that consent application C50-2026 be approved with the attached conditions.

Carried.

9. Municipal Drains - Drainage Superintendent Scott Richardson

9.1.1 DRN-2026-06, Municipal Drain #10 Branch "C"

Drainage Superintendent Scott Richardson called upon to present his two reports. The Township received a request under Section 78 of the Drainage Act from Ken Wideman on June 19, 2026 to complete upgrades to the Municipal Drain #10 Branch C to bring it up to modern standard and efficient capacity.

Branch C begins at the lot line of the east half of 29 Concession 3 and runs southwest crosses Creamy Road into Lot 28, 27 and outlets at Lot 26 into Drain #10.

The tile north of Creamery Road is the original 1928 drain. The drain south was reconstructed in 1985. The drain was constructed to handle a half inch of rain which is not sufficient for today's standards. Staff are requesting that the engineer investigate both recommendations to twin the existing or abandon entirely and replace them with one pipe. There has been no request to improve Branch C south of Creamery Road known as the Van Den Braak Branch which was also built in 1985. Staff to discuss this at the onsite meeting.

Moved by: Councillor Grimes
Seconded by: Councillor Rognvaldson

That Howick Council in accordance with Section 78 of the Drainage Act, proceed with the request for improvement for the Municipal Drain #10 Branch "C"

And That Council appoint Spriet Associates to investigate, design and prepare a new report for Branch "C" of Municipal Drain #10.

Carried.

9.1.2 DRN-2026-07, Merkley Municipal Drain Tender Results

Drainage Superintendent presented the Merkley Municipal Drain Tender Results, four submissions were received. The engineer has provided a recommendation to award this tender to Nichols Excavating Inc in the bid amount of $203,130.00. The proposed construction consists of two sections of an open drain being closed and the instillation of a culvert.

Moved by: Councillor Grimes
Seconded by: Councillor Rognvaldson

That Howick Council award tender HWK-2026-001 to Nichols Excavating Inc. for the construction of the Merkley Municipal Drain at the bid price of $203,130.00 plus HST**.**

Carried.

10. Staff Reports

10.1 Chief Building Official Ed Podniewicz

10.2 Manager of Development and Protective Services/Fire Chief - Josh Kestner

10.2.1 DPS-2026-21, Reallocation of Unused By-law Enforcement Waged

Manager of Development and Protective Services was called upon regarding the reallocation of unused by-law enforcement wages.

Staff advised that approximately $35,000 in unused wages is anticipated due to the Municipal Law Enforcement Officer position remaining vacant. Staff proposed using a portion of these funds for required safety equipment and a dedicated vehicle for by-law enforcement.

Staff advised that discussions are underway with a neighbouring municipality for up to 12.5 hours per week of as-required by-law enforcement services, with costs recovered through the service agreement.

Council discussed the need for an identifiable by-law enforcement vehicle and agreed that Fire Department vehicles should remain separate from enforcement activities.

The potential assignment of dog-catching duties to the Municipal Law Enforcement Officer was also discussed. Existing contracted dog control services in Howick will remain unchanged.

Staff advised that the position is anticipated to be filled in late September.

Moved by: Councillor Rognvaldson
Seconded by: Councillor Grimes
That the Council of the Township of Howick receive report DPS-2026-21 for information purposes;

And that Council approve the reallocation of un-spent by-law enforcement wages towards the purchase of a uniform, vehicle and job related equipment for the planned Municipal Law Enforcement Officer

Carried.

10.3 Manager of Public Works – Scott Price

10.4 Manager of Recreation and Facilities - Brady Ropp

10.5 Treasurer/Manager of Finance - Amy Van Meeteren

10.5.1 FIN-2026-23, Fees and Charges By-Law Update

Staff advised that the landfill scale has now been installed and is almost operational. Schedule B outlines the updated landfill fees, including waste cart fees.

Council inquired about the fee for a custom weigh and whether a fee should apply during regular landfill hours.

Staff provided an update on the first two weeks of waste collection. The first Monday exceeded expectations, with the collection truck reaching capacity on the recycling side and requiring an additional trip to unload. The public open house and demonstration night was well attended.

Council acknowledged the Waste Management driver for going above and beyond to retrieve an ice cream container that had fallen from a cart.

Seconded by: Deputy Reeve Gibson
Seconded by: Councillor Grimes

That the Council of the Township of Howick receive report FIN-2026-23 for information;

And That a by-law be enacted to amend Schedule B, G & H of that Consolidated Fees and Charges By-law 60-2024, to come into effect August 11, 2026.

Carried.

10.6 CAO/Clerk Caitlin Gillis

11. Committee and Board Reports

Move by: Councillor Grimes
Seconded by: Deputy Reeve Gibson

That Howick Council adopt the following Committee and Board Minutes:

11.1 Belmore Arena Board Meeting Minutes – May 5, 2026

11.2 Wroxeter Hall Board Meeting Minutes – June 4, 2026

Councillor Grimes announced that the Wroxeter Hall is hosting their Corn Roast on August 21, 2026 and the meal is complimentary free

Carried.

12. Correspondence

12.1 Wroxeter Parks Board – Request for Municipal Significance

Moved by: Councillor Rognvaldson
Seconded by: Councillor Grimes

That the Council of the Township of Howick hereby declares the Wroxeter Parks Association 5th Annual Day at the Park scheduled for Sunday August 23rd from 11:00 a.m. to 8:00 p.m. Hosted by the Rippers Men's Fastball

Team to be of municipal significance.

Carried.

12.2 Clearview Township – Public Sector Salary Disclosure Inflation Adjustment

12.3 Municipality of Trent Lakes – Request for Provincial Action on the Accuracy of Municipal Voters' Lists

Moved by: Deputy Reeve Gibson
Seconded by: Councillor Rognvaldson

That the Council of the Township of Howick endorse the resolution received from the Municipality of Trent Lakes urging the Province of Ontario to immediately encourage prioritization of the review of data specifically related to non-resident property owners to ensure voter lists are as accurate as possible prior to August 14, 2026

Carried.

12.4 Tudor & Cashel Township – Request for Review EPR on One-Poun Single Use Propane Cylinders

12.5 Saugeen Conservation – 2027 Draft Budget Circulation

12.6 Maitland Valley Conservation – 2026 Work Plan Update and Invitation

12.7 Saugeen Conservation – Board of Directors Meeting Minutes

12.8 Saugeen Conservation – Quarter 2 Report

12.9 Huron Opp Detachment Meeting Minutes – May 25, 2026

12.10 Huron Perth Public Health – Annual Report 2025

12.11 Huron OPP Detachment Board Activities – 2025 Annual Report

12.12 Huron County Food Bank Distribution Centre – Better Together Gala Invitation

12.13 Maitland Conservation – Membership Meeting June 17, 2026

12.14 Drinking Water Source Protection – Newsletter for Municipalities

12.15 Town of Whitby – Ontario Land Tribunal Role and Mandate Review Request

12.16 Ontario Provincial Conservation Authority – Transition Committees

12.17 Western Ontario Wardens Caucus – Municipal Conference Invitation

13. Unfinished Business

14. Council Reports

14.1 Council Member Reports

Reeve's Verbal Update from County Council

Reeve Harding announced that tomorrow at County Council the Dickson farm severance severing a 100 acrea farm into two 50 acre parcels

Verbal Update from Council Members

14.2 Requests by Members

14.3 Notice of Motions

14.4 Announcements

15. Other Business

16. Enactment of By-laws

Moved by: Councillor Grimes
Seconded by: Councillor Rognvaldson

That By-laws 56-2026 and 57-2026 both receive first, second, third and final reading and are finally passed.

16.1 By-law 56-2026

That the Council of the Township of Howick give first and second reading to By-law 56-2026;

Being a By-law to award tender HWK-2026-001 to Nichols Excavating Inc for the Merkley Municipal Drain Construction Tender

16.2 By-law 57-2026

That the Council of the Township of Howick give first, second third and final reading to By-law 57-2026;

Being a By-law to amend Schedule “B, G & H” of the Fees and Charges By-law 60-2024, to amend the Waste Collection and Disposal, Recreation and Township Board Fee Schedule

Carried.

17. Confirming By-law

17.1 By-law 58-2026

Moved by: Councillor Grimes
Seconded by: Councillor Rognvalds

That the Council of the Township of Howick give first, second, third and final reading to By-law 58-2026;

Being A By-law to confirm the proceedings of Council of the Corporation of the Township of Howick.

18. Adjournment

Moved by: Councillor Hargrave
Seconded by: Councillor Grimes

That the Council of the Township of Howick adjourn the August 11, 2026, Regular Council meeting at 7 :58 p.m.

Carried.

Reeve, Doug Harding	**Deputy Clerk, Alana Dick**

Township of Howick Special Council Meeting Agenda
Wednesday, August 12, 2026, at 5:30 p.m.
Township of Howick Council Chambers

1. Call to Order - 5:38pm

2. Confirmation of the Agenda

Moved by: M. Gibson

Seconded by: R.

Rognvaldson

That the Council of the Township of Howick hereby adopts the August 12, 2026, Special Council Meeting Agenda as presented.

Carried.

3. Declaration of Pecuniary Interest under the "Municipal Conflict of Interest Act

None noted.

4. Closed Session

Moved by: R. Rognvaldson
Seconded by: M. Grimes

That a closed meeting of Council of the Township of Howick be held on Tuesday, August 12, 2026, at 5:30 p.m. in the Council Chambers at the Howick Township Municipal Office, in accordance with Section 239(2) of the Municipal Act, 2001, as amended, for the purpose of considering the following matters:

(b) personal matters about identifiable individual, including municipal and local board employees;

And Further That:
The Deputy Clerk Alana Dick delegate her authority to Alyssa Lidow, Human Resource Advisor with Ward & Uptigrove Human Resource Solutions who will remain in attendance with members of Council along with Lawyer Elizabeth Traynor from Siskinds Law Firm.

Carried.

Agenda moves to Closed Agenda

Return to Top

Council to refer to Closed Agenda for August 12, 2026

Agenda Returns to Open Agenda

14. Motion to Reconvene into Open Session and Reporting Out

Moved by: M. Gibson
Seconded by: M. Grimes

That the Council of the Township of Howick reconvene into Open Session at 7:39 p.m.

Carried.

Reeve Harding to report that Council met in closed session to view a Human Resources Presentation presented by Ward & Uptigrove Human Resource Advisor and Lawyer.

Moved by: M. Grimes
Seconded by: D. Hargraves **Carried.**

15. Confirming By-law

15.1 By-law 59-2026

Moved by: R. Rognvaldson
Seconded by: M. Grimes

That the Council of the Township of Howick give first, second, third and final reading to By-law 59-2026;

Being a By-law to Confirm the Proceedings of the Council meeting held on August 12, 2026.

Carried.

16. Adjournment

Moved by: M. Grimes
Seconded by: D. Hargrave

That the Council of the Township of Howick adjourn the August 12, 2026 Special Council meeting at 7:40 p.m.

Carried.

Reeve, Doug Harding **Deputy Clerk, Alana Dick**

Township of Howick Special Council Meeting Minutes
Thursday, September 3, 2026, at 9:00 a.m.
Township of Howick Council Chambers

1. Call to Order

Reeve Harding called the meeting to order at 9:00 a.m. and welcomed everyone in attendance.

2. Confirmation of the Agenda

Moved by: Deputy Reeve Gibson

Seconded by: Councillor Grimes

That the Council of the Township of Howick hereby adopts the September 3, 2026, Special Council Meeting Agenda as presented.

Carried.

3. Declaration of Pecuniary Interest under the "Municipal Conflict of Interest Act

None Declared.

4. Closed Session

Moved by: Councillor Rognvaldson
Seconded by: Councillor Grimes

That a closed meeting of Council of the Township of Howick be held on Thursday September 3, 2026, at 9:00 a.m. in the Council Chambers at the Howick Township Municipal Office, in accordance with Section 239(2) of the Municipal Act, 2001, as amended, for the purpose of considering the following matters:

(b) personal matters about identifiable individual, including municipal and local board employees;

(d) labour relations or employee negotiations;

Carried.

Agenda moves to Closed Agenda

Council to refer to Closed Agenda for September 3, 2026

Return to Top

Agenda Returns to Open Agenda

5. **Motion to Reconvene into Open Session and Reporting Out**

Moved by: Councillor Grimes
Seconded by: Councillor Rognvaldson

That the Council of the Township of Howick reconvene into Open Session at 10:30 a.m.

Carried.

Reeve Harding reported that Council met in Closed Session to discuss the administrative transition and future operations of the Municipality with senior management, and that Council held an in- depth discussion with the Manager of Finance and Deputy Clerk regarding proposed acting appointments and the associated employment agreements.

6. **Motion Coming Out of Closed Session**

Moved by: Deputy Reeve Gibson
Seconded by: Councillor Grimes

That Council of the Township of Howick direct staff to prepare a By-law and agreement appointing Manager of Finance/ Treasurer Amy Van Meeteren as acting Chief Administrative Officer at Band G Step 5 of the approved 2026 Salary Grid effective September 3, 2026.

And That Howick Council direct staff to prepare a By-law and agreement appointing Deputy Clerk Alana Dick as acting Clerk at Band E Step 5 of the approved 2026 Salary Grid effective September 3, 2026. Both to be passed at the Regular Council Meeting on September 15, 2026.

And Further that Council direct staff to amend the 2026 Council Meeting Schedule as discussed.

Carried.

6. **Confirming By-law**

a. **By-law 60-2026**

Moved by: Councillor Rognvaldson
Seconded by: Councillor Grimes

That the Council of the Township of Howick give first, second, third and final reading to By-law 60-2026;

Being a By-law to Confirm the Proceedings of the Council meeting held on September 3, 2026.

Carried.

7. Adjournment

Moved by: Councillor Hargrave
Seconded by: Councillor Grimes

That the Council of the Township of Howick adjourn the September 3, 2026, Special Council meeting at 10:30 a.m.

Carried.

Doug Harding, Reeve

Alana Dick, Deputy Clerk

PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA
Phone: 519.524.8394 Ext. 3 **Fax:** 519.524.5677 **Toll Free:** 1.888.524.8394 Ext. 3
www.huroncounty.ca

To:	Howick Township Committee of Adjustment
From:	Laura Simpson, Planner
Date:	September 9, 2026
RE:	**Application MV01-2026 - Minor Variance Report** Plan 276 Lots 208- 210, 221- 223, 266, Maitland St and Albert St Plan 276 Between Martin St & Maitland River, being Parts 2 and 3 on Plan 22R-7437, Gorrie, Howick Township (2038 Martin Street) **Applicants/Owners:** Patricia Walther & Rob Pettit

This report is submitted for the September 15, 2026 Committee of Adjustment meeting.

Recommendation

It is recommended that minor variance application MV01-2026 be **approved** with the following conditions:

1. the applicants provide confirmation to the satisfaction of the Township that the lands acquired from the Township have merged on title;
2. the structure be generally constructed as shown in the elevations and site plan that accompanied the application; and
3. the variance approval is valid for a period of 18 months from the date of the Committee's decision.

Purpose and Description

The subject lands are zoned VR1 (Village Residential Low Density) and Open Space (OS1) and designated Settlement Area and Natural Environment in the Howick Official Plan. The subject lands are approximately 3.7 acres in size and contain an existing single detached dwelling.

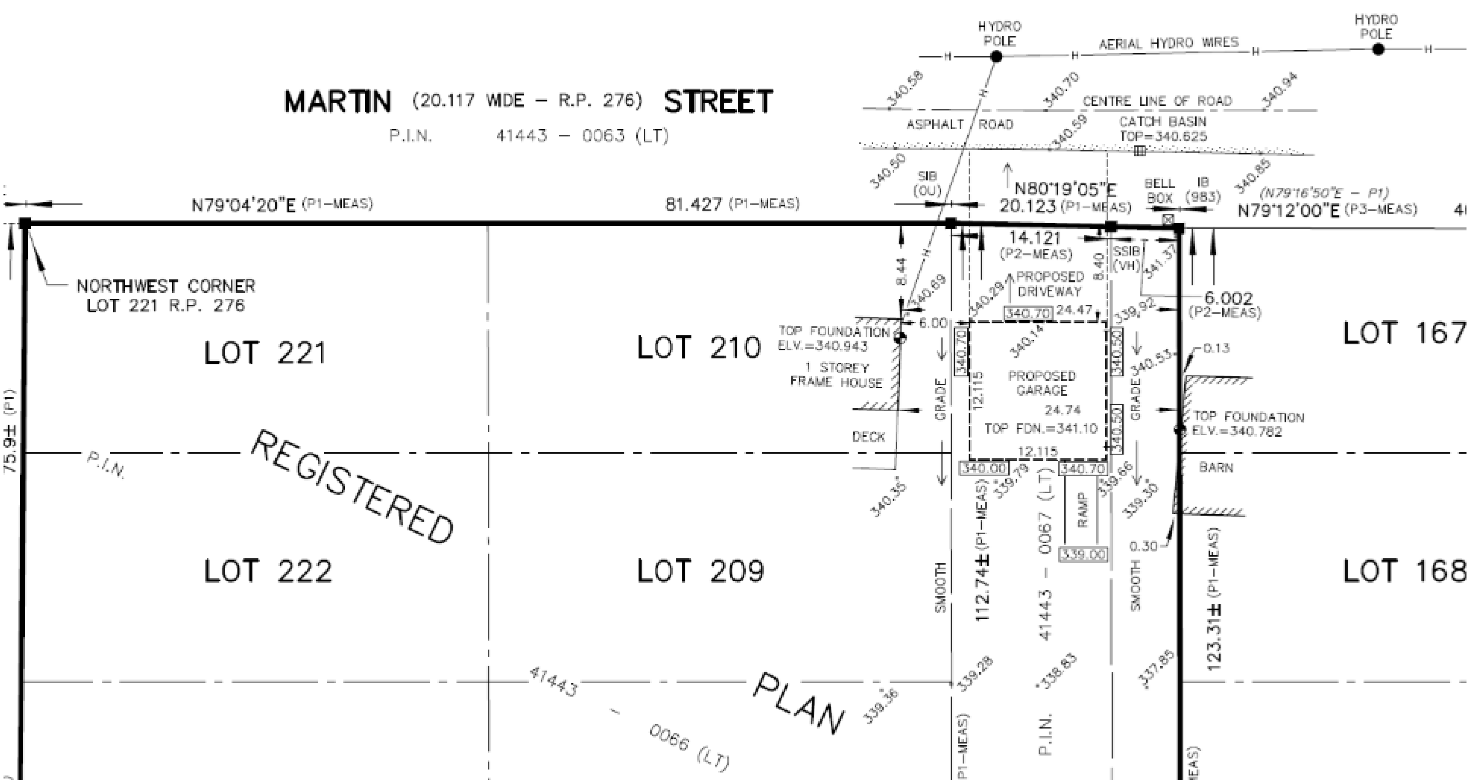
The purpose of this application is to seek two variances from the Howick Zoning By-law No. 23-1984 to permit the construction of a detached garage on 2038 Martin Street in Gorrie. This application requests relief from two provisions in the Howick Zoning By-law:

1. Section 3 requires where a property abuts an easement, all buildings and structures shall be set back the smallest required side yard stipulated for the zone in which the building is to be located. In the VR1 zone the side yard setback is 1.25 metres for an accessory structure. The applicant is requesting relief to permit a detached garage to be constructed at a 0 metre setback from the easement on the east of the property.
2. Section 15.5 permits a maximum total floor area of 115 square metres for an accessory building on a property over 1 acre in size. The applicant is requesting relief to construct a detached garage at an increased total floor area of 149 square metres (1600 square feet).

Return to Top

Figure 1. Subject property (orange) & proposed location of garage (yellow outline) in 2025 aerial photo

Figure 2. Proposed site plan sketch (as provided by applicant)



Return to Top

Figure 3. Proposed Elevations (as provided by applicant)

Figure 4. Site Visit Photos

Site photo of the existing dwelling on the subject lands and proposed location for detached garage

Return to Top

Site photo looking south from Martin Street at proposed garage location beside red stake that indicates the easement location

Site photo showing the red stake indicating the edge of the 6m easement on the east side of the subject lands and drain

Staff, Agency, and Public Comments

At the time of report submission, no written comments were received from a member of the public. Further comments may be received before or at the public hearing

- **Township Staff** – No concerns from Township Public Works and Building with respect to variances.
- **Maitland Valley Conservation Authority**- Comments received from MVCA noted that the subject lands are located within the two-zone floodplain, with the proposed garage situated within the floodway, flood fringe, and floodplain buffer. They commented that the proposed structure is situated within the flood fringe regulated area and the proposed garage will require an MVCA permit application for review and approval, subject to satisfying floodproofing measures. MVCA has previously provided a floodproofing reference elevation for this area, which the structure is proposed to be wholly above. The proposal as shown would be in general conformance with the Provincial Planning Statement, 2024.

Return to Top

Review

Minor variances are required to satisfy four tests under the *Planning Act* before they can be approved. To be approved the requested variance must be:

1) minor,
2) desirable for the appropriate development or use of the land, building or structure,
3) maintain the general intent and purpose of the zoning by-law, and
4) maintain the general intent of the official plan.

The requested variances are minor. The applicant is requesting to locate the detached garage in the interior side yard of the subject lands beside the existing dwelling, with the land to the rear of the house restricted by floodplain lands and access limited to the west by the end of Martin Street. The proposed development is appropriate for the scale of the property and surrounding land uses and does not impede the remainder of the subject lands from a compatibility perspective. There is still access and frontage along the municipal street, sufficient space for a private septic system and green space on the subject lands, and the proposed location allows for the garage to be outside of the hazard lands. Impact on the neighbours is expected to be minimal as there is still an interior side yard from the eastern neighbouring lot line, to be maintained unencumbered as it is a 6m wide easement for a drain down to the river at the south of the subject lands. The request for reduction of the setback to the easement still allows future access to the easement and drain for maintenance, as well as the ability to do future work as needed for the upkeep of the garage structure.

The intent of the Zoning By-law is met and the proposal is considered desirable and appropriate. The intent of the maximum floor area for a detached accessory building in the VR1 zone is to ensure that there is sufficient space for on-site private services and green space, and the intent of a setback from an established easement is to preserve sufficient access for the structure to have maintenance done and access for the easement be unrestricted. With consideration of the size of the property and the remaining open green space available for future yard and servicing needs, but that there is limited area for the garage location due to the floodplain constraints, this proposal maintains those functions.

The Howick Official Plan residential policies support uses and structures accessory to residential use, with direction to maintain compatibility with adjacent uses and minimize conflict. This proposal maintains the intent of the Official Plan.

Summary

The application meets the intent of the Howick Official Plan and Howick Zoning By-law, is minor in nature, and is considered desirable for the subject property. As the variance requested satisfies all four tests outlined in the Planning Act (1990), as amended, the proposed variance is recommended for **approval** with the attached recommended conditions.

Please note this report is prepared without the benefit of input from the public as may be obtained through the hearing. The Committee should carefully consider any comments and/or concerns expressed at the hearing prior to making their decision on this application.

Sincerely,

____

Laura Simpson, Planner

Site Visit: September 9, 2026

Return to Top

The Corporation of the Township of Howick
Committee of Adjustment

Decision of Committee with Reasons

Re. Application for Minor Variance or Permission
Planning Act, R.S.O. 1990, cP.13., S. 45(8)

File no. MV01-2026

Notice: The last day for appealing this decision is October 6, 2026

Appeals:

Members of the public do not have the right to appeal the decision; only the applicant, the Minister of Municipal Affairs and Housing, a specified person under the Planning Act or public body that has an interest in the matter, may appeal the decision. Please refer to the County of Huron website for details about appeal rights:
https://www.huroncounty.ca/plandev/guides-and-resources/planning-procedures/additional-appeal-information

Any appeals of the decision of the Committee of Adjustment must be filed with the Secretary-Treasurer of the Committee setting out the reasons for the appeal. A payment of $400.00 to the Minister of Finance is required. A copy of the appeal form is available from the Ontario Land Tribunal **website**.

If no appeal is received before the date above, a Notice of No Appeal will be sent to the Applicant.

Applicants/ Owners: Pat Walther and Rob Pettit

Location of Property: 2038 Martin Street, Plan 276 Lots 208- 210, 221- 223, 266, Maitland St and Albert St Plan 276 Between Martin St & Maitland River, being Parts 2 and 3 on Plan 22R-7437, Gorrie, Howick Township

Purpose of Application: The purpose of this application is to seek two variances from the Howick Zoning By-law No. 23-1984 to permit the construction of a detached garage on 2038 Martin Street in Gorrie:

1. Section 3 requires where a property abuts an easement, all buildings and structures shall be set back the smallest required side yard stipulated for the zone in which the building is to be located. In the VR1 zone the side yard setback is 1.25 metres for an accessory structure. The applicant is requesting relief to permit a detached garage to be constructed at a 0 metre setback from the easement on the east of the property.

2. Section 15.5 permits a maximum total floor area of 115 square metres for an accessory building on a property over 1 acre in size. The applicant is requesting relief to construct a detached garage at an increased total floor area of 149 square metres (1600 square feet).

Date of Decision: September 15, 2026

Return to Top

Decision: Approved

Conditions:

1. the applicants provide confirmation to the satisfaction of the Township that the lands acquired from the Township have merged on title;
2. the structure be generally constructed as shown in the elevations and site plan that accompanied the application; and
3. the variance approval is valid for a period of 18 months from the date of the Committee's decision.

Reasons for Decision:

The Committee considered the variance to be minor, to maintain the appropriate development of the lands and to maintain the general intent of the zoning by-law and official plan.

Any prescribed criteria, if any, must also be considered.

[Section 45(1) sets out the 4 tests of the Planning Act. There is now an additional requirement that any prescribed criteria must also be considered. The prescribed criteria are set out in Regulation (O. Reg. 200/96)]

Effect of Written and Oral Submissions

Council considered and agreed with the recommendation of staff, and no concerns were received from members of the public and did not influence Council's decision.

Member Signature	Member Signature	Member Signature
Member Signature	Member Signature	

Certification

Planning Act, R.S.O. 1990, c.P.13., S. 45(10)

I, Alana Dick, Deputy Clerk of the Township of Howick Committee of Adjustment, certify that this decision was concurred in by the majority of the members hearing it. I certify that the above is a true copy of the decision of the Committee with respect to the application recorded therein.

Dated this 16th day of September, 2026.

____

Signature of Deputy Clerk

Return to Top

Howick TOWNSHIP

Staff Report to Council

Report From: **Josh Kestner, Manager of Development and Protective Services / Fire Chief**

Meeting Date: September 15, 2026

Report: DPS-2026-24
July & August 2026 Fire Department Update

Recommendation:

That the Council of the Township of Howick receive report DPS-2026-24 for information purposes.

Report Overview

Purpose of Report	For Information
Council Priority Alignment	Not Applicable
Consultations	N/A
Attachment(s) to Report	Appendix A – July & August 2026 Fire Call Summary

Report Highlights

Calls for Service:

The Howick Township Fire Department responded to a total of 15 calls for service over the months of July and August 2026. Calls broken down by category were: 3 fire calls (structure, contents, outdoor, pre-fire conditions), 2 mutual aid responses to Minto Fire – Palmerston Station and South Bruce Fire – Teeswater Station, 6 vehicle collisions, 0 medical assists, 3 alarm calls, 1 other hazard calls. Total incident hours for July and August were 68 hours 55 minutes. Please see Appendix A for a summary of calls.

Return to Top

Training:

For the month of July 2026 firefighters trained on relay-pumping and roof-mounted master streams at the Wroxeter Dam.

For the month of August 2026 firefighters trained on search and rescue, hose advancement, and vent-enter-isolate-search (VEIS) techniques using a donated structure in Howick. The location of the structure made it possible to share with the Minto Fire – Clifford Station. Howick Fire is very appreciative of both the opportunity to train in actual homes, and to train with our mutual aid partners.

The County Recruit Training Program held its sixth and final weekend session on August 23rd at the Goderich Fire Station. Recruits trained hoses, nozzle, and appliances, fire attack, and hose advancement, utilizing the Ontario Fire College's Mobile Live Fire Training Unit (MLFTU). The MLFTU is one of two that moves throughout the province, giving firefighters who do not necessarily have access to live fire training facilities to train in realistic fire conditions. Recruits will complete the remaining practical and written testing in November and December of 2026.

Personnel:

Two firefighters are currently on an approved leave of absence.

Recruitment has started. As of this report, there have been two applications received.

Public Education:

Fire Department staff proudly participated in the 170th Howick Homecoming celebrations. Firefighters were actively involved throughout the three-day event, serving breakfast, entertaining children with the firefighter obstacle course, participating in the parade and car show, and providing public education and first aid services throughout the weekend. The event provided an excellent opportunity for Fire Department staff to engage with residents and visitors while supporting this significant community celebration.

Staff presented to approximately 20 attendees of the Howick Day Camp in August, providing fire safety information and a tour of a fire truck.

Attachments :

Appendix A – July & August 2026 Fire Call Summary

Respectfully submitted,

Josh Kestner, Manager of Development and Protective Services / Fire Chief

Howick Township Fire Department

Fire Chief :Josh Kestner
2005 Nelson St. N Gorrie ON NOG 1XO
PH : 519 335-3202 FAX : 519 335-3210
URL : www.howick.ca/living-here/fire-department

Date of Report
11 Sep 26 11:20

Incident Summary
From Jul 1 26 to Aug 31 26

Date/No.		Address/Type	Minutes	Responders	Injuries	Fatalities
Jul 1 26	18:00:16	ORANGE HILL RD / TOLL GATE LI	59	0		
26-031		**NO LOSS OUTDOOR fire (see exclusions)**				
Jul 4 26	11:54:52	FORDWICH LI / HARRISTON RD	67	0		
26-032		**Vehicle Collision**				
Jul 13 26	12:58:57	SPENCETOWN RD / GOUGH RD	101	9		
26-033		**Fire**				
Jul 19 26	15:30:39	HARRISTON RD / FORDWICH LI	131	12		
26-034		**Vehicle Collision**				
Jul 20 26	07:50:55	3063 ADELAIDE ST	68	8		
26-035		**Alarm System Equipment - Accidental activation (exc. code 35)**				
Jul 26 26	21:36:56	5316 3RD LI	1393	14		
26-036		**Assisting Other FD: Mutual Aid**				
Jul 29 26	08:29:15	1783 CONCESSION 4	1064	13		
26-037		**Assisting Other FD: Mutual Aid**				
Jul 29 26	12:33:45	45965 HARRISTON RD	63	9		
26-038		**NO LOSS OUTDOOR fire (see exclusions)**				
Jul 30 26	22:21:05	HARRISTON RD / MAITLAND ST N	58	15		
26-039		**Vehicle Collision**				
Aug 6 26	16:12:17	88713 MALCOLM LI	746	11		
26-040		**CO false alarm - equipment malfunction (no CO present)**				
Aug 7 26	15:52:52	FORDWICH LI / ORANGE HILL RD	82	9		
26-041		**Vehicle Collision**				
Aug 8 26	11:54:41	BELMORE LI / HOWICK TURNBERRY RD	83	12		
26-042		**Vehicle Collision**				
Aug 13 26	16:05:14	44828 ORANGE HILL RD	73	12		
26-043		**Vehicle Collision**				
Aug 28 26	16:33:13	3035 QUEEN ST	113	9		
26-044		**CO incident, CO present (exc false alarms)**				
Aug 31 26	06:19:01	2039 WILLIAM ST	34	11		
26-045		**Power Lines Down, Arcing**				
15 incidents for		Howick Township Fire Dept	68 hrs 55 mins	144		
			68 hrs 55 mins	144		

Return to Top

Staff Report to Council

Report From: **Scott Price, Manager of Public Works**

Meeting Date: September 15, 2026

Report: PW-2026-18
September Department Update

Recommendation:

That Howick Council receive report PW-2026-18, September Department Update, for information.

Report Overview

Purpose of Report	For Information
Council Priority Alignment	Safe & Reliable Infrastructure Welcoming & Vibrant Community Inviting Neighbourhoods & Thriving Businesses
Consultations	None
Attachment(s) to Report	None

Report Highlights

- Orange Hill Box culvert replacement is complete.
- Roadside cutting to the fence is almost complete on the south side of the Township.
- Beton construction has started work on Spencetown Bridge repairs. Road will remain closed until the end of October
- Huron Bruce Road has been resurfaced as per tender.
- Ditch clean out on Leonard Award drain is completed
- Ditch clean out on Schaefer Award drain is completed

- Tree removal continues in right of way.
- Three culverts have been replaced on Toll Gate line between Huron Bruce Road and Glenannon Road.
- Oats and Honey Homestead Adopt-A-Road signs have been installed on Spencetown Road between Malcom Line and Mud Lake Line South.
- Public Works new Half-Ton Pickup Truck arrived from Finch Chevrolet Cadillac Buick GMC Ltd.

Respectfully submitted,

Scott Price, Manager of Public Works

Staff Report to Council

Report From: **Amy Van Meeteren, Treasurer/Manager of Finance**

Meeting Date: September 15, 2026

Report: FIN-2026-24
July 31 to September 9, 2026 Accounts Payable

Recommendation:

That the Council of the Township of Howick receive report FIN-2026-24, July 31 to September 9, 2026 Accounts Payable, for information only.

Report Overview

Purpose of Report	For Information
Council Priority Alignment	Safe & Reliable Infrastructure Welcoming & Vibrant Community Inviting Neighbourhoods & Thriving Businesses People First
Consultations	None

Context and Background

To update Council on the Accounts Payable Report for the period of July 31 to September 9, 2026 in the amount of $1,884,581.25.

Payroll	$158,054.72
Accounts Payable	$1,726,526.53
	$1,884,581.25

Respectfully submitted,

Amy Van Meeteren, Treasurer/Manager of Finance

Staff Report to Council

Report From: **Josh Kestner, Manager of Development and Protective Services / Fire Chief**

Meeting Date: September 15, 2026

Report: DPS-2026-22
Used Pumper-Tanker Purchase

Recommendation:

That the Council of the Township of Howick receive report DPS-2026-22 for information purposes;

And that Council authorize an additional $43,000.00 plus unrecoverable HST from the Fire Department Reserve for the purchase of a 2018 Freightliner Fort Garry pumper-tanker;

And that Council authorize Staff to finalize the purchase and make the necessary arrangements to place the apparatus into service upon its release by the selling municipality, subject to the satisfactory completion of all required inspections, documentation, and conditions of sale.

And further that Council provide direction to staff regarding the repurposing or sale of Pumper 2-4, and direct staff to transfer proceeds of the sale to the fire reserve if sold.

Report Overview

Purpose of Report	For Information & Direction
Council Priority Alignment	Safe & Reliable Infrastructure
Consultations	Amy Van Meeteren – Manager of Finance / Treasurer / Interim CAO
Attachment(s) to Report	None

Report Highlights

- Council previously authorized Staff to pursue the purchase of a used pumper-tanker

Return to Top

with a purchase limit of $300,000.00. Staff have continued to actively investigate the used apparatus market and have identified a 2018 Freightliner Fort Garry pumper-tanker available from a neighbouring municipality for $343,000.00 plus unrecoverable HST.

- The apparatus has approximately 17 years of anticipated remaining service life and has an excellent maintenance and service history. Staff are familiar with the apparatus through an existing mutual-aid partnership.
- While the apparatus represents a concession from the Department's preferred specifications due to its crew cab configuration and 2,000-gallon water tank, it otherwise meets the operational requirements identified for the replacement of Pumper 2-4.
- A comparable new apparatus from Fort Garry has been roughly priced by Staff at approximately $715,000.00 plus unrecoverable HST, before the cost of additional equipment, and would have a delivery timeline of at least 12 months.
- The proposed apparatus will include its existing complement of ground ladders and portable folding water tank, reducing additional equipment costs associated with placing the vehicle into service.
- Staff believe the additional $43,000.00 plus unrecoverable HST represents good value given the age, condition, remaining service life, known local service history, included equipment, and significant savings compared with purchasing a comparable new apparatus.
- Staff are seeking direction from Council regarding the repurposing or sale of Pumper 2-4, based on recommendations outlined in DPS-2026-19.

Context and Background

Council received Report DPS-2026-19 on July 14, 2026, regarding the retirement and replacement of Pumper 2-4, a 2000 Freightliner FL-80. The report outlined that Pumper 2-4 had reached the recommended maximum service life for a secondary pumping apparatus and failed its annual fire pump performance test in May 2026, resulting in its removal from firefighting operations.

Staff previously determined that the Department's current and future operational requirements would be better served by replacing Pumper 2-4 with a pumper-tanker. Howick's predominantly rural response area and lack of a municipal water distribution system make increased onboard water capacity particularly valuable while maintaining the pumping capabilities required for fire suppression.

The preferred specifications identified in the report included a commercial cab chassis, 2,000 to 3,500 gallons of onboard water, a 1,050 to 1,250 gallon-per-minute fire pump, adequate equipment and ladder storage, portable tank storage, large-diameter hose capacity, and other desirable operational features. Staff also recommended that any used apparatus provide a minimum of ten years of anticipated remaining service life and demonstrate satisfactory mechanical, structural, inspection, and pump-testing history.

Staff were authorized to continue pursuing a suitable used pumper-tanker with a purchase limit of $300,000.00. Since that time, Staff have continued to investigate apparatus available through municipalities, emergency vehicle dealers, brokers, and public auctions. As identified in the previous report, the used apparatus market can provide substantial savings compared with purchasing new; however, very few available vehicles fully meet the Department's requirements, and desirable apparatus are often sold quickly.

Discussion and Staff Recommendation(s)

Staff have recently been presented with an opportunity to purchase a 2018 Freightliner pumper-tanker manufactured by Fort Garry Fire Trucks from a neighbouring municipality for $343,000.00 plus unrecoverable HST. The identity of the municipality is intentionally being withheld from this report as the proposed disposition remains subject to approval by all parties having an interest in the apparatus. Staff recommend maintaining confidentiality regarding the selling municipality until those approvals have been completed.

The apparatus is being made available as part of a broader restructuring of the neighbouring municipality's fire apparatus fleet and is not being replaced or disposed of due to mechanical, operational, or reliability concerns. It has excellent service and maintenance records and is familiar to Howick Township Fire Department Staff. This familiarity provides additional confidence in the condition and operational history of the vehicle compared with purchasing an apparatus through an auction or broker where its history may be more difficult to independently verify.

Based on recognized apparatus lifecycle planning, the 2018 vehicle has approximately 17 years of anticipated remaining service life, significantly exceeding the minimum ten-year remaining service life identified by Staff when evaluating used apparatus in DPS-2026-19.

The proposed apparatus does represent a concession from the Department's original preferred specifications. Staff had initially identified a two-person commercial cab and a preferred water capacity of between 2,000 and 3,500 gallons. The proposed apparatus is instead equipped with a crew cab and a 2,000-gallon water tank. Despite these differences, Staff believe the apparatus remains well suited to Howick's operational requirements. The 2,000-gallon tank remains within the capacity range originally established by the Department and represents a substantial increase in onboard water compared with the 800-gallon capacity of Pumper 2-4. The crew cab also provides additional firefighter seating which, while not necessarily required, provides further operational flexibility.

The apparatus otherwise meets the Department's principal requirements for a replacement pumper-tanker and would provide the pumping, water supply, equipment storage, hose capacity, and operational capabilities required for rural fire suppression. The vehicle will also be sold with its existing ground ladders and portable folding water tank. These items would otherwise represent additional expenditures necessary to equip a replacement apparatus and therefore add further value to the proposed purchase.

As part of Staff's evaluation, a comparable apparatus was priced based on what it would cost if ordered new from the manufacturer (Fort Garry) today. Staff received a rough price of approximately $715,000.00 plus unrecoverable HST, before the cost of certain additional equipment required to place the apparatus into service. A new apparatus would also carry a

Return to Top

lead time of at least 12 months. The proposed purchase price of $343,000.00 plus unrecoverable HST therefore represents less than half of the approximate cost of a comparable new apparatus, while providing a vehicle with approximately 17 years of anticipated remaining service life.

The apparatus was manufactured by Fort Garry Fire Trucks of Manitoba, a well-established Canadian fire apparatus manufacturer. Staff have no concerns regarding the quality or construction of the apparatus. Continued parts, technical and manufacturer support would also support a Canadian manufacturer throughout the remaining service life of the vehicle.

There are additional advantages to purchasing the apparatus directly from another municipality rather than through a broker or auction. The selling municipality is willing to work directly with the Township of Howick to facilitate the transaction at what Staff consider to be a fair municipal-to-municipal price. This avoids broker markups and reduces the uncertainty normally associated with purchasing an apparatus from outside the area. The vehicle would remain in service with the neighbouring municipality until its replacement apparatus is received. The Township would then take possession and place the vehicle into service, following completion of the required inspections, documentation, outfitting, and familiarization. Staff believe the known history of this apparatus substantially reduces the risk normally associated with purchasing a used emergency vehicle.

While Staff had hoped to remain within the original $300,000.00 authorization, the experience in past months has demonstrated that suitable apparatus within that price range are increasingly difficult to obtain without making significant compromises in age, condition, remaining service life, specifications, or mechanical risk. It is also uncertain at this time whether ongoing tariffs would affect the purchase of a used emergency vehicle from an American broker. While new apparatus is not affected by tariffs, used apparatus may no longer qualify as an emergency vehicle under the definition.

With Staff having now identified a suitable replacement apparatus, direction is required from Council regarding the future disposition of Pumper 2-4. As outlined in Report DPS-2026-19, Staff previously recommended that consideration be given to repurposing Pumper 2-4 for the Huron County Recruit Training Program. The apparatus could provide considerable value as a dedicated training asset by reducing wear on front-line apparatus during practical evolutions, providing storage for training equipment, and allowing operational apparatus to remain available for emergency response during scheduled training activities.

Staff continue to favour this option, particularly as the apparatus may provide greater value to the Township and participating fire departments as a training resource than could reasonably be recovered through its sale. However, the proposed purchase of the replacement pumper-tanker will result in the Fire Department Reserve being reduced to a lower balance than previously anticipated. Selling Pumper 2-4 would provide an opportunity to recover a portion of the replacement cost, with all proceeds deposited back into the Fire Department Reserve.

Should Council prefer to dispose of the apparatus, Staff recommend that it be offered for sale through a public auction process with a reserve bid of $20,000.00. This amount is within the estimated market value of $12,000.00 to $25,000.00 previously identified by Staff. Staff do not recommend accepting less than $20,000.00 at this time, as the apparatus is considered to have greater value to the Township and County as a training asset.

Return to Top

Impact Analysis

Staff are mindful of the spending restrictions that apply to Council during a lame duck period, which restrict Council from authorizing certain expenditures or liabilities exceeding $50,000.00 unless previously provided for in the municipality's budget. Council previously authorized up to $300,000.00 toward the purchase of a suitable used pumper-tanker. The total cost of the proposed apparatus, including the Township's unrecoverable HST, is $349,036.80, resulting in an additional expenditure of $49,036.80 beyond the amount already authorized. As the additional authorization required is less than $50,000.00, Council retains the authority to approve the additional expenditure during the lame duck period, allowing Staff to proceed with the purchase within the revised total authorization.

Additional funding is available within the Fire Department Reserve. Replacement of fire apparatus is a planned lifecycle expenditure and one of the primary purposes for which the reserve has been established. The Department's current fleet replacement plan does not anticipate another fire apparatus purchase for approximately ten years, providing an opportunity to rebuild the reserve through future annual contributions..

Funds received from the sale of Pumper 2-4, if directed, would be deposited into the fire reserve.

Attachemnets

None.

Respectfully submitted,

Josh Kestner, Manager of Development and Protective Services / Fire Chief

Staff Report to Council

Report From: **Scott Price, Manager of Public Works**

Meeting Date: September 15, 2026

Report: PW-2026-19
Bowman Subdivision Winter Maintenance.

Recommendation:

That Howick Council receives report PW-2026-22, Bowman Subdivision Winter Maintenance, for information;

And that Council direct staff to prepare a Winter Maintenance Agreement between the Township of Howick and 2822071 Ontario Ltd. for the provision of winter maintenance services within the Bowman, effective November 1, 2026;

And that the Winter Maintenance Agreement remain in effect on an interim basis until Phase Two of the Bowman Subdivision is completed and the applicable roads with the subdivision have been formally assumed by the Township of Howick

And that the draft Winter Maintenance Agreement be brought forward to a future meeting of Council for consideration and approval

Report Overview

Purpose of Report	For Direction
Council Priority Alignment	Safe & Reliable Infrastructure
Consultations	**Brian Fritz, Branch Manager, Senior Engineer, GEI Consultants, Inc.**
Attachment(s) to Report	None

Report Highlights:

Township of Howick has been asked to maintain the Bowman subdivision for the 2026-2027 winter season.

Draft a winter maintenance agreement to remain in effect on an interim basis until Phase Two of the Bowman Subdivision is complete.

Context and Background

A Subdivision agreement between 2822071 Ontario Ltd. And the Corporation of the Township of Howick was signed May 2025. With construction not completed before winter 2025-2026 no winter maintenance was required.

Currently with three homes in construction phase, the right of way will need to be maintained this winter season.

Phase #1 of construction will be completed this fall including base coat of asphalt.

Occupancy of one home before winter season will be granted.

The Township of Howick will not assume the right of way until Phase Two is completed and warranty period expires. Phase Two includes asphalt topcoat. The time frame for this work to be completed can be two to three years from the time base asphalt is installed. Winter maintenance agreement will extend until the time of Howick Township, assuming the right of way.

Discussion and Staff Recommendation(s)

Staff recommend that winter maintenance be completed with the Township of Howick equipment. Minimum Maintenance Standards for winter maintenance will be achieved. Cost recovery to be determined.

Staff reached out to neighbouring municipalities and GEI Consultants to inquire whether they have winter maintenance agreements in place that recovers the cost from the developer. It was determined that it is preferred for the Municipality to complete the winter maintenance at no cost to the developer.

Impact Analysis

There are no operational or community impacts as a result of the recommendation of this report.

Linkages

None.

Respectfully submitted,

Scott Price, Manager of Public Works

Staff Report to Council

Report From: **Amy Van Meeteren, Treasurer/Manager of Finance**

Meeting Date: September 15, 2026

Report: FIN-2026-25
Wroxeter Village Management Reserve Transfer

Recommendation:

That the Council of the Township of Howick approve the transfer of $6,806.61 plus unrecoverable HST from the Wroxeter Village Management Reserve for the installation of a new mailbox light fixture.

Report Overview

Purpose of Report	For Approval
Council Priority Alignment	Safe & Reliable Infrastructure Welcoming & Vibrant Community Inviting Neighbourhoods & Thriving Businesses People First
Consultations	Kevin Doig - Wroxeter Village Management
Attachment(s) to Report	RAWire Electric Quote

Context and Background

Kevin Doig, the chair of Wroxeter Village Management, tried to obtain three written quotes for the installation of a light fixture where the new mailboxes will be located in Wroxeter. He only received one quote from RAWire Electric. The cost to cover the installation of the new light fixture was not included in Wroxeter Village Management's 2026 budget. They are asking for the funds to be pulled from their reserves.

Impact Analysis

Wroxeter Village Management has no capital projects included in their 2026 budget. Their projected reserve ending balance for 2026 is $85,662.53. If the cost of the new light fixture installation is approved to be pulled from their reserves, the ending balance will be $78,736.12.

Budgeted closing balance of Reserves	$85,662.53
Cost of Light Fixture plus unrecoverable HST	$6,926.41
New closing balance of Reserves	$78,736.12

Attachments:

RAWire Electric Quote

Respectfully submitted,

Amy Van Meeteren, Treasurer/Manager of Finance

RAWire Electric
3088 Victoria St
Fordwich ON N0G 1V0
+15192768047
rawireelectric@gmail.com
GST/HST Registration No.:
720240480RT0001

Quote 1079

ADDRESS
VILLAGE OF WROXETER
CONTACT: KEVIN DOIG

DATE	TOTAL
08/31/2026	$7,691.47

	DESCRIPTION	RATE	AMOUNT
ELECTRICAL INSTALLATION	ESTIMATE OF INSTALLATION OF MAIL BOX LIGHT FIXTURE WIRING AND LIGHT FIXTURE INSTALLATION OF 18" CONCRETE BASE FOR 15 FOOT LIGHT STANDARD BASE ESA INSPECTION INCLUDED NOTE: LIGHT FIXTURE TO BE SUPPLIED BY KEVIN DOIG		6,806.61

WORK WILL COMMENCE UPON SIGNATURE WITH RECEIVAL OF 40 %

____

60% UPON FINISHING

THANK YOU FOR YOUR TIME

WE ACCEPT CASH, CHEQUE OR E-TRANFERS AT
rawireelectric@gmail.com
CHEQUES PAYABLE TO RAWire Electric

SUBTOTAL	6,806.61
HST (ON) @ 13%	884.86
TOTAL	$7,691.47

THANK YOU.

Accepted By

Accepted Date

THANK YOU AND HAVE A GREAT DAY!

Return to Top

Staff Report to Council

Report From: **Amy Van Meeteren, Treasurer/Manager of Finance**

Meeting Date: September 15, 2026

Report: FIN-2026-26
Respectful Workplace Policy

Recommendation:

That the Council of the Township of Howick receive report FIN-2026-26 for information;

And that Council approve the Respectful Workplace Policy as presented.

Report Overview

Purpose of Report	For Approval
Council Priority Alignment	Safe & Reliable Infrastructure Welcoming & Vibrant Community Inviting Neighbourhoods & Thriving Businesses People First
Consultations	Ward & Uptigrove
Attachment(s) to Report	Respectful Workplace Policy Violence and Harassment Reporting Form Respectful Workplace By-law 61-2026

Context and Background

Ward & Uptigrove has provided the Township with an updated Respectful Workplace Policy. Revisions were made by Staff to Section 4. Reporting Hierarchy. The policy received from Ward & Uptigrove listed themselves as a designated third party to contact in the reporting hierarchy. Since it is up to Management to investigate or designate an external third-party to investigate if they so choose, Staff feel that direct reporting to Ward & Uptigrove should not be included in the Reporting Hierarchy. Once this policy is approved,

Return to Top

we can update the Harrassment Policy we currently have on file with the Ministry of Labour.

Attachments

Respectful Workplace Policy

Violence Harassment Reporting Form

Respectful Workplace By-law 61-2026

Respectfully submitted,

Amy Van Meeteren, Treasurer/Manager of Finance

Respectful Workplace Policy

The Township of Howick maintains a respectful workplace, free from all forms of disrespect, including violence, bullying, harassment, and discrimination. Everyone must work together to uphold a respectful and inclusive workplace.

This policy applies to all workplace interactions involving Workers and external parties, including community members, Council, contractors, volunteers, and any individual who engages with Township staff.

Workers are prohibited from engaging in behaviour that threatens, intimidates, creates fear, interferes with Workers' job duties, is offensive, or hostile. Management has zero tolerance for disrespectful behaviour against or by any Worker.

Workers shall report all witnessed, experienced, or known incidents of workplace disrespect, harassment, and violence to Management, as soon as reasonably possible. Management addresses all reports and suspicions of violence, harassment, and disrespect and investigates as appropriate. Management action is fair, respectful, and timely, reflects the nature of the situation, and is consistent with legal requirements and Township policies.

The Township of Howick maintains strict confidentiality of information about disrespect except as necessary to protect Workers, address or investigate reports, implement corrective action(s), or as required by law.

The Township of Howick has zero tolerance for reprisal against Workers for reporting disrespect or participating in an investigation.

Management trains Workers about workplace violence and harassment prevention, maintaining respect, and the contents of this policy and associated program.

Management assesses the risk of workplace violence and informs Workers about potential violence and the results of these assessments. Management reviews this policy annually and has developed a program for reporting and addressing workplace disrespect. The Township of Howick posts a signed copy of this policy in the workplace, in an accessible location.

______________________________	______________________________
CAO or Designate	Date
______________________________	______________________________
Reeve	Date

Return to Top

Respectful Workplace Program

Reporting Procedure

1. Self-Resolution

Workers who feel they have experienced disrespect and feel comfortable and confident may communicate to the offender that the behaviour is unwelcome. Approach the person with respect and address the behaviour, not the character of the person.

2. Supervisor / Management Intervention

Workers may report directly to the Supervisor on site, Management or CAO when:

- Self-resolution is unsuccessful or inappropriate in the circumstances
- They feel uncomfortable approaching the offender
- They are not directly involved in an incident but witness or become aware of disrespect

Provide all known details of the event including dates, times, and witness names.

Management addresses the behaviour as appropriate to the situation.

3. Formal Report

Submit a formal written report to Management when the situation escalates, when previous interventions were ineffective, or if self-resolution or Management intervention are inappropriate.

- Complete the violence and harassment report form or create a typed or hand-written statement
- Include all known details of the incident(s) including dates, times, and witness names

4. Reporting Hierarchy

1. If a supervisor is the alleged perpetrator or directly involved, report to upper Management/CAO.
2. If upper Management ,CAO or Members of Council is the alleged perpetrator or directly involved, report to the Health and Safety Representative.

Domestic Violence

The Township of Howick cannot control incidents that occur outside of the workplace in Workers' personal lives. However, Management addresses domestic violence that impacts the workplace and Workers by assessing risk and developing situation-specific safety plans.

Workers may report actual or potential risks of domestic violence directly to Management/CAO. Information about domestic violence is highly confidential and only disclosed to others on a need-to-know basis for the protection of Workers, or as legally required.

Violence and Assault

When there is imminent risk to anyone's safety from a violent person or assault immediately call 911 and report to Management as soon as possible.

Return to Top

Investigation and Resolution

Management and the Health and Safety Representative investigate all formal reports of disrespect and may designate an external third-party or internal expert to investigate, at their discretion. The investigation process includes:

- Interviews with involved parties and relevant witnesses that are employees of the Township. Involved persons that are not employees may be interviewed if reasonable and appropriate, but there is no obligation to include them, or for them to participate.
- Review of related documentation and evidence which may include electronic communications, video surveillance, social media activity, etc.

The investigator prepares a final written report of findings for upper Management review, based on the circumstances, and provides written notification of the outcome and findings to the complainant and respondent, as required by legislation.

Management notifies the Joint Health and Safety Committee (JHSC) that a report was submitted and provides a general summary of the circumstances, the investigation findings, and planned corrective actions as applicable; but withholds personal and confidential information about involved parties.

Discipline

Disciplinary action for harassment, violence, and disrespect corresponds with the nature and impact of the behaviour and follows the progressive discipline procedure.

- Deliberate false accusations are serious and result in disciplinary action
- Workers are not disciplined for reporting in good faith, regardless of the outcome

Confidentiality

Everyone involved in an incident or investigation of workplace violence, harassment, or disrespect must maintain confidentiality throughout the investigation and afterwards, except for reporting, participating in an investigation, and providing information to law enforcement or other governing bodies.

Human Rights

This program and associated policy do not limit or restrict a Worker's right to seek assistance or file a claim with the Ontario Human Rights Commission or other regulatory body as applicable.

Definitions

Definitions are updated for clarity and consistency with the Township of Howick's structure while retaining Howick's legislated content.

Workplace Harassment

A course of vexatious comment or conduct against a Worker in a workplace that is known or ought reasonably to be known as unwelcome. Harassment is not differences of opinion or minor disagreements between co-Workers, or the reasonable actions of the Township of Howick in managing the workplace and Workers such as assigning/scheduling work, evaluating performance, enforcing rules, etc.

Return to Top

Workplace Sexual Harassment

A course of vexatious comment or conduct against a Worker in a workplace because of sex, sexual orientation, gender identity or gender expression, or a sexual solicitation or advance from a person of authority, that is known or ought reasonably to be known as unwelcome.

Workplace Violence

The exercise or attempt of physical force by a person against a Worker, in a workplace, that causes or could cause physical injury to the Worker and/or a statement or behaviour that is reasonably interpreted as a threat of physical force. Violence is not an accidental situation such as a tripping or falling and pushing a Worker as a result, or inadvertently dropping an object and it hits a Worker.

Domestic Violence

A pattern of coercive behaviour that is used by one person in a current or former intimate relationship to gain power and control over another.

Misconduct

Any behaviour or act that risks the health and safety of others including harassment, violence, horseplay, discrimination, assault, etc.

Return to Top

Violence & Harassment Report Form

Date: Type of Incident:

Claimant / Reporting Worker

Name:	
Department:	
Position/Job Title:	
Contact Information:	

Respondent / Alleged Perpetrator

Name:	
Department:	
Position/Job Title:	
Contact Information:	
Relationship to Complainant:	

Witnesses

Name	**Department and Contact Information**

Incident Details

Date and Time:	
Location:	
Reported To:	
Reported Date and Time:	

Return to Top

Violence & Harassment Report Form

Explanation and Details of the events (use additional pages if necessary)

Claimant / Reporting Worker Signature:	Date:

Return to Top

THE CORPORATION OF THE TOWNSHIP OF HOWICK

By-law No. 61-2026

A by-law to amend the Workplace Harassment Prevention Policy By-law 22-2010 for the Township of Howick

---

WHEREAS *Bill 168, An Act to Amend the Occupational Health and Safety Act, R.S.O. 1990*, *with Respect to Violence and Harassment in the Workplace* prescribes that an employer shall prepare, and review at least annually, a written Workplace Harassment Prevention policy and develop and maintain a program to implement that policy,

AND WHEREAS Council of the Township of Howick wishes to implement effective policies and procedures dedicated to the prevention of workplace harassment and the protection of workers from workplace harassment,

NOW THEREFORE Council of the Corporation of the Township of Howick enacts as follows:

1. **THAT** By-law 22-2010, being a By-law to adopt a Workplace Harassment Prevention Policy, is hereby repealed in its entirety.

2. **THAT** the ***'Respectful Workplace Policy'*** for the Township of Howick, attached hereto as Schedule 'A' of this by-law, is hereby adopted.

3. **THAT** Schedule 'A' attached hereto is composite of and forms an integral a part of this by-law.

4. **THAT** this by-law comes into force and effect immediately upon the date of passing, and shall remain in force until amended or repealed by the Council of the Township of Howick.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passed this 15th day of September, 2026

Reeve, Doug Harding	**Deputy Clerk, Alana Dick**

Return to Top

Staff Report to Council

Report From: **Alana Dick, Deputy Clerk**

Meeting Date: September 15, 2026

Report: ADM-2026-15
Establishment of an Election Compliance Audit Committee for the 2026 Municipal Election

Recommendation:

That Howick Council receive report ADM-2026-15, re. Establishment of a Compliance Audit Committee for the 2026 Municipal Election and authorize the Acting Clerk to proceed with the establishment of a Compliance Audit Committee in accordance with the Municipal Elections Act, 1996;

And That a By-law be passed for the establishment of a Municipal Election Joint Compliance Audit Committee for the Corporation of the Township of Howick and to adopt the Terms of Reference.

Report Overview

Purpose of Report	For Approval
Council Priority Alignment	Not Applicable
Consultations	**Huron County Election Working Group**
Attachment(s) to Report	Draft By-law 62-2026, being a Bylaw to Establish a Municipal Election Joint Compliance Audit Committee for the 2026 Municipal Election

Report Highlights

- Section 88.37 (1) of the Municipal Elections Act (MEA), 1996 states that every Council, before October 1 of an election year, shall establish a Municipal Compliance Audit Committee for the purposes of reviewing and hearing complaints regarding election campaign financing.

Context and Background

It was proposed following a meeting of the Huron County Election Working Group that a Joint Compliance Audit Committee be established to serve all member municipalities within the County of Huron as was done in the past four Elections. The Compliance Audit Committee would serve the needs throughout the County should an audit application be received. Committee per diems and normal expenses would be paid by the host Municipality where an application for audit has been filed and host municipal staff would provide administrative support to the Committee. The term of the Committee is 4 years and will include any applications derived from the 2026 Municipal Election and any subsequent by-elections during the 2026-2030 term.

The powers and functions in accordance with Section 88 of the MEA include:

- Consider the compliance audit application received from an elector or clerk and decide whether it should be granted or rejected;
- If the application is granted, appoint an auditor;
- Receive the auditor's report;
- Consider the auditor's report and decide whether legal proceedings should commence within 30 days of receiving the auditor's report; and,
- Recover the costs of conducting the audit from the applicant if the auditor's report indicates there were no apparent contraventions and if there appears there were no reasonable grounds for the application.

Note: The committee composition cannot include Council members and must be established by October 1, 2026 in accordance with Section 88.37(1), (2) & (3).

Discussion and Staff Recommendation(s)

Rationale for Establishing a Compliance Audit Committee:

All Candidates and Third Party Advertisers are required to file provincially prescribed financial statements with the Clerk detailing their campaign financing activities. An eligible elector who believes on reasonable grounds that a candidate/third party advertiser has contravened the *Act* relating to campaign finances may apply for a compliance audit of the candidate's/third party advertiser's election campaign finances. The application must be made in writing to the Clerk, including the reasons for the elector's belief that the candidate/third party advertiser has contravened the *Act* and must be made within 90 days after the filing date of the candidate's financial statements Section 88.33(3).

Compliance Audit Committee Composition:

Compliance audit committee members must possess an in-depth knowledge of the campaign finance rules of the *Act* so they can make independent decisions on the merits of the applications. As the committee will operate as a quasi-judicial committee, prior experience on a committee, task force or tribunal would be an asset.

The Committee shall be comprised of three members and one alternate member. Committee members will be appointed by Council in accordance with the established By-Law and Terms of Reference. Specifically, the Committee shall appoint such executive positions as it deems necessary to ensure its operations but shall include a Chair and the Clerk shall act as Secretary to this Committee.

Please refer to Schedule A of the Draft By-law for the Municipal Election Joint Compliance Audit Committee Terms of Reference.

Impact Analysis

Linkages

Appendix A: Draft By-law 62-2026, Being a Bylaw to Establish a Municipal Election Joint Compliance Audit Committee and to Appoint Members to That Committee

---

Respectfully submitted,

Alana Dick, Deputy Clerk

Corporation of the Township of Howick

By-law No. 62-2026

Being a By-law to Establish a Municipal Election Joint Compliance Audit Committee and to Appoint Members to that Committee

---

WHEREAS, Section 88.37 of the *Municipal Elections Act, 1996* requires municipalities to appoint an Election Compliance Audit Committee to deal with matters regarding election campaign finances before October 1 in an election year;

NOW THEREFORE, the Council of the Township of Howick hereby enacts as follows:

1. That the Township of Howick Election Compliance Audit Committee is hereby established to deal with the matters provided for in the Municipal Elections Act, 1996;

2. That the following members are hereby appointed to the Election Compliance Audit Committee;

   a. Kathy Palmer
   b. Tom Prout
   c. Terri Rau

3. Should any of the members of the Municipal Election Joint Compliance Audit Committee referred to in Section 2 resign or otherwise be unable to perform their duties, the following individual shall be called upon as alternate without the necessity of taking any further steps to constitute them as members of the Municipal Election Joint Compliance Audit Committee;

   d. Ophelia Chang - Alternate Member
   e. Catherine Simpson – Alternate Member

4. That the business of the Township of Howick Municipal Election Joint Compliance Audit Committee be conducted in accordance with the Terms of Reference set out in Schedule “A” attached hereto and forming part of this by-law;

5. That by-law 41-2022, and all previous enacted by-laws dealing with the Municipal Election Joint Compliance Audit Committee are hereby repealed;

6. This by-law shall come into effect upon final passage thereof.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passed this 15th day of September, 2026.

Return to Top

Reeve Doug Harding **Deputy Clerk, Alana Dick**

Schedule A to By-law 59-2026

Terms of Reference
Township of Howick Municipal Election Joint Compliance Audit Committee

1. Name

The name of the Committee is the Township of Howick Municipal Election Joint Compliance Audit Committee.

2. Mission

The Township of Howick Municipal Election Joint Compliance Audit Committee has full delegation of the authority in the *Municipal Elections Act, 1996* (MEA) to address applications requesting an audit of a candidate's election campaign finances.

3. Mandate

The responsibilities and functions of the Committee are set out in Section 88 of the *MEA* and include the following:

a) Consider a compliance audit application received by an elector or clerk and decide whether it should be granted or rejected within 30 days of receiving the application (including whether the applicant had standing to file (i.e., offices appointed by ward vs. at-large);
b) If the application is granted, appoint an auditor;
c) receive the auditor's report;
d) consider the auditor's report and decide whether legal proceedings should commence within 30 days of receiving the auditor's report; and
e) recover the costs of conducting the compliance audit from the applicant if there were no apparent contraventions and if there appears to be no reasonable grounds for having made the application.

4. Membership Composition

The Committee will be composed of three (3) members and two (2) alternate members, with membership drawn from the following stakeholder groups:

a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
b) academic – college or university professors with expertise in political science or local government administration;
c) legal;
d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and
e) other individuals with knowledge of the campaign financing rules of the Municipal Elections Act, 1996.

Note: Candidates, Members of Council, Municipal staff and registered third parties in elections are not eligible to be appointed to the Committee as stipulated in Section 88.37(2) of the MEA.

Return to Top

5. Membership Selection

All applicants will be required to submit a letter outlining their qualifications and experience. The selection committee consisting of a sub-committee from the Huron County Municipal Clerks Election Working group will select a short list of candidates for Council appointment. If a vacancy of more than two (2) occurs during the term of appointment the Huron County Municipal Election Compliance Audit Ad Hoc Committee will proceed with the process to fill these vacancies.

The selection process will be based upon clearly understood and equitable criteria. Members will be selected based on the following:

a) demonstrated knowledge and understanding of municipal election campaign financing rules;
b) proven analytical and decision-making skills;
c) experience working on a committee, task force, or similar setting;
d) availability and willingness to attend meetings;
e) would be willing to provide a Letter of Independence to confirm there would be no conflict with the undertaking;
f) excellent oral and written communication skills;
g) other skills as deemed necessary.

6. Term of Membership

The Committee must be established by October 1, 2026 and Committee members will be appointed to serve the same term of office of the Council or local board that takes office following the Municipal Election on October 26, 2026.

7. Chair

The Committee members will select a Chair and Vice Chair from amongst their members at its first meeting and the Chair may rotate on an annual basis or as deemed necessary by the Committee members.

8. Procedures

Meetings of the Committee shall be governed by Robert's Rules of Order, the Township's Procedural By-law, and any relevant legislation.

9. Administration

Any responsibilities not clearly identified within the Terms of Reference shall be in accordance with Section 88 of the MEA.

10. Meetings

An initial training session will be organized for the Committee, with this expense to be shared jointly by all lower tier Huron County Municipalities.

The Committee will meet as needed with meetings to be scheduled when a compliance audit application is received in accordance with Section 88.33(3) of the MEA. The Committee may also schedule meetings as necessary to organize and plan its work, as it deems necessary.

The Secretary will ensure that agendas, minutes, and decisions are effectively communicated using the Municipality's website or other means necessary.

The records emanating from meetings of the Township of Howick Municipal Election Joint Compliance Audit Committee shall be retained and preserved by the municipality requesting the services of the Committee in accordance with that municipality's Record Retention By-law.

11. Closed Meetings

Return to Top

The Committee may, upon affirmative vote of the majority of its members present at a meeting, determine whether to hold any meeting or part of a meeting as a closed session to discuss sensitive issues in accordance with Section 239 of the *Municipal Act, 2001.*

12. Staffing and Remuneration

Where a Municipality has received application for audit, staff from the Municipal Clerk's Office will provide administrative support to the Committee and the Clerk, or designate, shall act as Secretary. Where the Clerk of a Municipality has submitted the application, an alternate Clerk from another municipality in the County shall act as Secretary. The

Return to Top

appointment of the auditor will be the responsibility of the Municipality that has received the application for audit.

Committee members will receive remuneration on a per diem basis in the amount of $200 for attendance at a meeting plus mileage expenses (at the Municipality’s rate). Administration costs for such items as printing and mailing will be absorbed within the Municipal Clerks’ operating budget and common costs of the Committee.

13. Meeting Attendance

Meetings will be convened with the attendance of three (3) committee members and may be held virtually as per the individual Municipality’ Procedural Bylaw. In the event of the absence of a member, the Clerk shall select an appointed alternate member to assume the duties of the committee member.

14. Conflict of Interest

To avoid a conflict of interest, any auditor appointed to the Committee must agree in writing not to undertake the audits or prepare the financial statements of any candidates seeking election to Council. Failure to adhere to this requirement will result in the individual being removed from the committee. Persons who have participated as candidates in municipal elections, or who have held roles on the campaigns for any such candidates which involved the giving of financial advice, will not be eligible for participation on the committee.

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act* and shall disclose the pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

15. Errors/Omissions

The accidental omission to give notice of any meeting of the Committee to its members or the non-receipt of any notice by any member, or any error in any notice that does not affect its substance, does not invalidate any resolution passed or any proceedings taken at the meeting. Any member of the Committee may at any time waive notice of any meeting.

Return to Top

BELMORE ARENA BOARD --- AGENDA

Meeting: Monday July 20th 7:30 pm
Lounge Belmore Community Centre

Attendees: Kim Harris, Lorne Underwood, Marvin Grimes, Warren Weber, Wanda Inglis, Kyra Wright (late), Randy Scott, Lindsay Underwood, Brett McPherson, Jamie MacCallum, Becca Inglis, Jennifer Glancy
Regrets: Heidi Depuis, Jeremy Underwood, Ian Inglis, Mark Ireland, Don Ross
Guests: Paul Inglis, Doug Ireland, Glen Hays, Nick Hays

Call to Order at 7:36 pm
Approval of Agenda by Randy
Chair: Randy

1) Randy invited Doug Ireland, Glen Hays, Nick Hays, and Dave Inglis (although absent) as a guest to the meeting in order to give a big thanks for their contributions of $5000.00 from Teeswater Agro Parts, $5000.00 for Hays Electric and $2500.00 from Bruce Power Workers Union for the arena boards.
   - Wanda took a picture to be uploaded on to our website.

2) Randy started with the approval of the minutes from June 15th, 2026 meeting if there were no questions and or corrections**: Motion to approve – Jamie 1st, Brett 2nd, all in Favor – yes.**
   - They will be sent by Jennifer to Caitlin

3) There was discussion and a request to Marvin when attending his Howick meetings to request that the price increases of the rentals are updated on their websites to reflect the motions of the board here in Belmore – Marvin agreed he would relay the message and request of action. **Motion was made 1st Wanda, 2nd Lauren, all in Favor – yes**
   - There was further discussion on whether we were charging 2027 prices, someone indicated Caitlin said she had not received anything yet. Kim will go back into the minutes from Dar and forward dates, and discussion points to Jennifer to forward with the newly approved price increase document of 2027 to Caitlin. Kim also indicated she will retrieve the binder of the meeting minutes from Dar and get to Jennifer for reference and documentation purposes.
   - Secondarily Randy expressed the frustration on receiving NO communication of receipt of any documents, emails etc. from the various board members that we send to Howick, Marvin also indicated he would bring this up at their meeting. Wanda, suggested even if you highlight our motions that we have made that would be helpful.

Return to Top

4) Randy inquired on the old plastic off the boards if it could be used for something or can someone else use it instead of taking it to the landfill and being charged significantly. Warren and Brett had comments on Mennonites using some of it, as well, possibly Chris Wright – they will follow up.

5) Warren brought up the Ballpark prices should be increased as Belmore is a little low compared to others around the area.
   - We charge $25.00 NO lights, and $35.00 WITH lights (Gorrie for example charges $35.00 day time, $55.00 at night)

   Motion to increase those prices by $10.00 each for 2027 – 1st Warren, 2nd Becca, all in Favor – Yes

   Also wondering if all these price documents should be coordinated into one large document? The committee agreed on the notion although, no action outlined as for who or when someone would create it.

6) On July 14, 2026 Chris and Wanda attended the Howick Council meeting regarding Terms of Reference and there were no questions.

7) Wanda reviewed and discussed the Insurance issue once again. Covering the initial meeting, Caitlins concerns and hence the reasoning on working to gain another meeting with McDonaghs to have some clarity on what is and is not covered for volunteers, and those within the building working on tasks for us. For example, the Mennonites removing the plastic off the boards. We are looking for clarity.
   - Randy indicated he would call them and request their presence at another meeting to provide clarity to the board.

8) Kim mentioned there was some concerns during an event in which women ended up in the men's washroom. With the doors flush with the walls sometimes it is hard to see which washroom is men's or women. In any event Elaine Fisher from BudSteel will be donating signage to go above each washroom with words/picture identification of gender. Gord has agreed to install when they arrive.

9) Christine indicated the new General Maintenance committee will include Jeremy Underwood, Warren Weber, Ian Inglis, Gord Harris, and Jim Dockers. Angela Bross will be replacing -Ian Inglis due to his resignation from the Arena Board.
   - **Motion to accept 1st Becca, 2nd Marvin, all in Favor – yes**

Return to Top

10) Paul Inglis after the meeting discussions concluded he indicated he wanted to approach the Board about the continual moving of the piano that was donated and from his perspective should be in the lounge.
   - Paul's concerns revolved around that the piano is not where it should be. It is constantly being moved out of the room and not returned to its place.
   - Paul wanted to discussed whether the Board are the stewards of the people and what the people "want"?

   Those on the board that had information regarding this topic indicated that anytime there are renters it is certainly within the contract that leave the room as you found it. That the renters are verbally told to return it to the proper place.
   - There was no resolution at the time of the meeting end on July 20th, 2026.
     - In follow up Kim emailed the board with an outline of concerns and thoughts along with the process of dealing with the renters in her voluntary position along with other commitments she engages in within the Belmore community.
       - Clarity of this issue through email has been decided to be an agenda item at the next meeting.

Old Business/Action Items:

a) Glass broken along top of timekeeper's box (2024) – not yet fixed – **Warren** mentioned likely in the fall timeframe
b) Outside lights at the main hall --- needed to look at new / replacement fixtures (2025)- **Jeremy** indicated the lights are on the premises.
c) Water bottle fill in dressing room is running warm water, not cold – **Jeremy** is still working on
d) Motion tap not working dressing room 1- not fixed yet - still working on
e) Post broken – glass and post in the ref's room --- added to list for summer that **Warren** indicated that the post has been welded.
f) Structural Conditions Assessment -- this will be discussed under new business
g) Rental Rate Increase for 2027 -- need to provide to Howick in a separate email with price increases, needs to be made as an official request to Howick, sent by the secretary.
h) Modification of Boards Opening to Curling Club: **Ian** – following up for materials and arranging for completion **** also noted new boards over header in Curling Club?**
   - Changes will be made when new boards are installed in the fall.
i) Topsoil / Grass cutting --- **Brett** is still working on getting topsoiled ordered and delivered.

Return to Top

Parking Lot

a) Parks Board – Willow Tree in back corner taken down (2024) still there
b) Suggestion to contact an arborist for work to be done in 2026 (2025) **Kyra** will speak with Sheldon McGlynn about removing the willow tree. Randy also suggested Apline Tree Service 519-525-1601. As there was more discussion on taking the whole tree down or just trim up the broken branches. Kyra arrived late so there was not any follow up this meeting.
c) General Maintenance – Brine header - **Jeremy** was following up with Ben Inglis For timeline of completion. – There is the expectation after a discussion that the agreement is by September 1, 2026 this item should be completed and the final payment will then be forwarded.
d) Boards around the ice surface – timeline and plans for removal and replacement
   - Planning to for fall install (October). * Chris Inglis indicated on Ian's behalf that the boards are in the building, although, no invoice was forwarded even though requested and once received payment will be made.

REPORTS

1) Grants Update – Kyra
   - No report – Kyra was late to the meeting
2) Treasurer's Report: Becca
   - Becca went through her financial statement,
   - Received approval from the board for expenses in the total amount of $1619.13

     Motion to approve expenses – 1st Marvin, 2nd Jeremy, all in Favor - Yes
   - There were no questions
3) Belmore Catering: Chris / Kim
   - Rental Fees for the kitchen are currently $105.00 for the use of everything for the day Kim proposed to increase to $125.00. And the use of the kitchen counters although NOT the ovens and fridge etc. for ½ day is $55.00.

     Motion to increase the full day price for entire use of kitchen to $125.00 and keep the ½ day use of the space to $55.00. 1st Kim, 2nd Becca, all in Favor – yes
   - Also, the Toltens had an event and borrowed some tables and instead of payment there was a negotiation of donation of pop which was then subsequently used for a wedding the following weekend.
4) General Maintenance: Jeremy / Warren
   - Nothing to report other than as indicated the Agreement is to be fulfilled come September 1, 2026 and then final payment will be forwarded.
5) Parks Board: Brett
   - Discussion on willow tree – need update from Kyra and her discussion with Sheldon.
6) Rentals – Hall / Lounge: Kim
   - August has an auction sale
7) Ice Rentals / Installation: Warren
   - Boards being replaced in fall

Return to Top

8) Belmore Curling: Don Ross
   - Nothing to report – Don was absent
9) Figure Skating: Lindsay/Heidi
   - Nothing new to report
10) Pickle Ball: Jenn G
   - Average 14 members attend per week, average 7 walk ins, funding raising on Toonie cards, and looking for a tournament on scheduled evening come the last week before season ends, and reviewed financial position of the pickleball session as of July 13, 2026 $2,347.93.
11) Communications: Lindsay
   - Nothing to report
12) Belmore Chamber of Commerce: Lorne
   - Discussion Huron County Plowing match connected to discuss serving bkft for 250 ppl, and approx. 250 ppl for dinner at Nelson Underwood Farms. Marilyn Renwick was contacted for a liaison for help along with Sharyl Robertson. Therefore, all those that volunteer for our Maple Syrup Festival may be getting a phone call to round up some Volunteers for this event.
13) South Bruce: Mark Ireland
   - No report – Mark was absent
14) Morris Turnberry: Jamie McCallum
   - No report
15) Howick: Marvin Grimes
   - 170th homecoming celebration happened and all went well.
16) Terms of Reference Committee: Wanda
   - Chris Inglis is working on a list to track all capital purchases that have happened in building over the last number of years.
   - Planning to schedule a meeting with insurance providers about volunteer coverage.
   - Accessibility training had 9 attendees in the lounge, great info that volunteers need to be aware of regarding ensuring customer service and communication in accessible to all (ideas about accessible parking and proper signage). Need to share with all Belmore user groups and track all that have watched.

New Business:

1) Structural Condition Assessment: set a committee to review and plan timelines for work to be completed (3 ish people)
   - Bring ideas to next meeting
2) Nominating Committee: set a committee to recruit potential Board members (3 ish people) Chris Inglis is working on it.
   - Bring thoughts and ideas to next meeting
3) Fees for 2027 -- Ice Rental -- Hall Rental – topic discussed and was motion to approve see above notes.

Return to Top

Open Discussion / Comments / Questions: new to our agenda to give opportunity to guests attending to share their thoughts. Allowing 10 – 15 minutes at end of each meeting.

Next Meeting: Monday August 17th, 2026 @ 7:30 pm

Motion to Adjourn, 1st Brett, Second Kim, all in favor – yes at 8:36 pm

Return to Top

DINNER AND DANCE

SATURDAY
NOVEMBER 28TH, 2026

HOWICK COMMUNITY CENTRE

SOCIAL 6PM   DINNER 7PM
DANCE TO FOLLOW- THE LANDLINES

$60/TICKET
CONTACT
lindsay-stewart@live.ca
519-357-7132

Dear Township of Howick Council,

The Howick Minor Hockey Association respectfully would like to request an additional 25% of the bar profit share for our upcoming event on November 28th, Christmas Dinner and Dance.

This event is an important part of our fundraising model and helps us offset the costs associated with providing hockey programming to local youth. The additional support from this event would directly contribute to keeping hockey accessible and affordable for the children and families in our community.

In consideration of this request, we will ensure that we provide all of the Smart Serve-certified bar staff required to operate the event successfully and responsibly. We are committed to working closely with Township staff to ensure that the evening runs smoothly and meets all applicable requirements.

We sincerely appreciate the Township of Howick Council's consideration of our request and your continued support of our local hockey program and the youth in our community.

Thank you for your time and consideration.

Respectfully,

Stephanie Tryssenaar
Fundraising@howickminorhockey.com
519-292-1329

Return to Top

September 9, 2026

Re: Mandated Conservation Authority Amalgamation

To Whom it May Concern:

Please be advised that at their Regular Council meeting held September 8, 2026, the Council of the Township of North Huron adopted the following resolution:

M225/26
MOVED BY: A. van Hittersum
SECONDED BY: C. Palmer

THAT the Council of the Township of North Huron hereby directs staff to send a letter of concern regarding the regional consolidation of conservation authorities with a request to reconsider the amalgamation and keep the Lake Huron watershed Conservation Authorities separated from the Lake Simcoe area;

AND FURTHER, THAT the letter be sent to all Ontario municipalities, MPP Lisa Thompson, Premier Doug Ford, the Project Executive for the Lake Huron Regional Conservation Authority, Minister Todd McCarthy, Minister Trevor Jones, Conservation Authority Ontario, and the Ontario Federation of Agriculture.

CARRIED

The Township of North Huron is located in Huron County and is within the watershed of the Maitland River Conservation Authority (MVCA). Under the current format for Conservation Authorities, the Township, along with other municipalities who have boundaries within the MVCA watershed have representation on the MVCA Board of Directors. This process has worked well and has ensured that local knowledge of the area is kept, and issues are being handled in a timely manner. With the updated changes to the Conservation Authorities at the end of 2026, the Township of North Huron will be included under the umbrella of Huron County and will be amalgamated into the Lake Huron Regional Conservation Authority Board which will have twenty-one (21) members.

Recently, the MVCA received news that the proposed board distribution for the Lake Huron Regional Conservation Authority Board will be based on a tiered allocation formula based on population to assist in determining the amount of members that will be appointed to the board. Out of the thirteen (13) municipalities that will be included on the Board, eight (8), including Huron County will have only one member appointed, while the other municipalities will have a combined 13 members.

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0
Phone: 519-357-3550 Fax: 519-357-1110

www.northhuron.ca

Return to Top

With this, the Township of North Huron is concerned that our local voice and local concerns will not be addressed, and the decisions will be left to the individuals who have higher populations and higher board representation. Due to this proposed change, local knowledge may be lost and the priorities for heavily populated areas are much different than rural areas and may not achieve the goals or priorities from rural communities. The Township of North Huron also has concerns pertaining to the financial information and effects it will have on local municipalities.

In conclusion, the Township of North Huron respectfully urges the Province of Ontario to reconsider the amalgamation of Conservation Authorities in Ontario, including the Lake Huron Regional Conservation Authority Board. The Township also encourages the Province to keep the Lake Huron watershed separate from the Lake Simcoe Watershed.

Should you have any questions, please contact the undersigned.

Regards,

Tyler Zamostny, AMP, Dipl.M.A.
Deputy Clerk/Planning Coordinator

Cc:
All Ontario Municipalities
Hon. Lisa M. Thompson - minister.mra@ontario.ca
Hon. Doug Ford - premier@ontario.ca
Project Executive for the Lake Huron Conservation Authority - d.goodyear@lsrca.on.ca
Hon. Todd J. McCarthy - minister.mecp@ontario.ca
Hon. Trevor Jones - minister.omafa@ontario.ca
Conservation Authority Ontario - info@conservationontario.ca
Ontario Federal Federation of Agriculture - loni.elliott@ofa.on.ca

Return to Top

Regular Council Meeting

Resolution Number	168
Title:	Tick Borne Diseases - Support for Town of Caledon Motion
Date:	Tuesday, August 25, 2026

Moved by	Deputy Reeve King
Seconded by	Councillor Closs

THAT, Council support the July 2, 2026, correspondence from the Town of Caledon regarding improved provincial support, funding and coordinated plans to combat tick borne diseases; and

THAT, this supporting resolution and the originating correspondence be circulated to the Minister of Health, Sylvia Jones, Chief Medical Officer of Health, Kiernan Moore, Minister of the Environment, Conservation and Parks, Todd McCarthy, Peel Public Health, the Toronto and Region Conservation Authority (TRCA), the Credit Valley Conservation (CVC), the Association of Municipalities of Ontario (AMO) and all 444 municipalities across Ontario.

ADOPTED

Reeve, Peter McLaren

Return to Top

TOWN OF CALEDON

Annette Groves
Mayor

July 2, 2026 Sent via E-Mail: sylvia.jones@pc.ola.org

Honourable Sylvia Jones, Deputy Premier
Constituency Office
Suite A, 3rd Floor
180 Broadway Ave.
Orangeville, ON L9W 1K3

Dear Deputy Premier Jones,

RE: Motion for Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases

I am writing to advise that at the Town Council meeting held on June 23, 2026, Council adopted a motion regarding requesting support to combat tick borne diseases.

The resolution reads as follows:

Whereas the prevalence of ticks, including those known to carry Lyme disease, and other Vector borne diseases have increased across Ontario;

Whereas Lyme disease diagnoses have increased by 27% in 2024 to 2369 (Public Health Agency of Canada, PHAC);

Whereas residents across Caledon have registered growing concerns about public health risks associated with tick exposure in parks, trails and residential areas;

Whereas municipalities have limited jurisdiction and resources to effectively manage tick populations on a broad ecological scale;

Whereas the Government of Ontario is responsible for public health policy, environmental management and vector-borne disease prevention and detection;

Therefore, be it resolved that:

Caledon Town Council formally requests that the Government of Ontario investigate and implement measures to reduce burgeoning tick populations and to mitigate their associated public health risks; and

Return to Top

That such measures may include safe and effective tick control methods, public education campaigns and coordinated regional strategies; and

That the Province consider increased funding and support for local public health units to address tick-borne disease prevention; and

That a copy of this motion be sent to Minister of Health, Sylvia Jones, Chief Medical Officer of Health, Kiernan Moore, Minister of the Environment, Conservation and Parks, Todd McCarthy, Peel Public Health, the Toronto and Region Conservation Authority (TRCA), the Credit Valley Conservation (CVC), the Association of Municipalities of Ontario (AMO) and all 444 municipalities across Ontario.

For more information regarding this request, please contact the undersigned by email to mayor@caledon.ca or by phone at 905.584.2272 ext. 4155.

Thank you for your attention to this matter.

Sincerely,

Mayor Annette Groves

CC:

Chief Medical Officer of Health Kieran.Moore@ontario.ca

Minister of the Environment, Conservation and Parks minister.mecp@ontario.ca

Peel Public Health info@peelregion.ca

Toronto and Region Conservation Authority (TRCA) info@trca.ca

Credit Valley Conservation (CVC) foundation@cvc.ca

Association of Municipalities of Ontario (AMO) resolutions@amo.on.ca

444 municipalities across Ontario

Return to Top

Telecommunications and rights-of-way

A handbook for municipalities

Updated: Fall 2018

FCM FEDERATION OF CANADIAN MUNICIPALITIES FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

Return to Top

FEDERATION OF CANADIAN MUNICIPALITIES
FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

Disclaimer

This handbook has been developed for FCM's municipal members. Information contained within the handbook reflects FCM's best understanding and is believed to be accurate at the time of preparation. The material contained in this document is for informational purposes only and is not intended to provide legal advice and should not be relied upon in that regard. Municipalities are encouraged to seek professional legal advice specific to the realities of each municipality. FCM accepts no responsibility for damages, if any, suffered by any party as a result of decisions made or actions based on this document.

Acknowledgements

This handbook was developed by Professor Stéphane Émard-Chabot, University of Ottawa, under the guidance and review of the FCM Technical Committee on Telecommunications and Rights-of-Way. Review was also provided by the FCM Legal Advisory Committee, and this projec was supported by FCM members nationwide through contributions to FCM's Legal Defense Fund.

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario K1N 5P3

An electronic copy of this handbook is available on fcm.ca

Return to Top

CONTENTS

Message from the FCM President

Municipalities actively support widespread access to telecommunications services, which helps drive Canada's prosperity through community development. For the last 25 years, FCM has also spearheaded a collective municipal response to changes brought about by the federal decision to open the telecommunications industry to market competition.

The challenge of managing municipal rights-of-way and keeping local taxpayers whole when working with carriers is not new. In fact, it was the very reason for the creation of FCM by its original members back in 1901. However, with the arrival of numerous new carriers, all vying for access to congested rights-of-way space, this work took on renewed urgency in 1993.

Thanks to the contributions of countless municipal staff and elected officials to FCM's Technical Committee on Telecommunications and Rights-of-Way—and with financial resources provided by members through the Legal Defense Fund that allowed FCM to intervene directly in a number of key legal cases—FCM played an important role in advancing municipal interests in this changing landscape.

Our collective efforts have resulted in a workable framework to manage relationships between municipalities and the telecommunications industry. While each relationship with a carrier is unique and should reflect local conditions, this revised edition of the Handbook provides FCM members with a thorough overview of the information they need and the concrete steps they can take to effectively safeguard their interests.

I wish to thank all those who have contributed to this undertaking over the last 25 years and to those who continue to do so. I also wish to

Return to Top

thank members for their financial contributions to the Legal Defense Fund, as well as members of the Legal Advisory Committee who play an objective oversight role in the management of the Fund. Without the Fund it would not be possible to bring the municipal perspective to the CRTC and the Courts.

As the telecommunications market continues to evolve and as new technologies and services emerge, FCM will continue to advocate for the interests of municipalities and the residents we serve.

Vicki-May Hamm
Mayor, City of Magog, Québec
President, FCM

Return to Top

Introduction

In 1993, the current version of the *Telecommunications Act*[1] came into force. The goal of the revamped Act was to introduce free-market competition in the Canadian telecommunications industry. Consumers and businesses would be able to choose from a variety of new services, new carriers and new technologies to meet their telecommunications needs.

For municipalities, the change had immediate and profound repercussions. Regional monopolies, the norm for nearly a century, would soon disappear. Instead of dealing with a single long-term partner, municipalities began struggling to respond to any number of new industry players, each demanding quick approvals in order to deploy their networks and begin making money. Installation of new infrastructure occurred at great speeds, often without municipal permits or plan approvals, increasing congestion in public rights-of-way and, at times, creating unexpected hazards in spaces that were already greatly used.

The dramatic increase in demand for right-of-way space resulted in increased costs (inspections, repairs, shortened roadway lifespan, workaround costs, other causal costs flowing from these new demands, etc.) as well as physical and logistical dilemmas for local governments. Trying to safeguard the interests of the municipalities and their taxpayers, while responding to new industry demands and public desire for these new services, became a delicate balancing act.

As local governments gradually adapted to this new environment, and tried to develop best practices, there were inevitable frictions with carriers. These led to a number of pivotal legal disputes. These legal decisions, combined with the collective experience of the last 25 years, have shaped the framework

1 Statutes of Canada, 1993, ch. 38

Return to Top

within which municipalities and carriers can best work together on issues of rights-of-way management.

Two key decisions handed down in 2016—one from the CRTC, and one from the Supreme Court of Canada—brought further clarity and certainty to a municipality's ability to negotiate the terms of access to municipal rights-of-way and influence the location of telecommunications infrastructure. At the time of writing, other cases are making their way through the Courts but, with the collective knowledge gained since the Handbook was first published, the time was right to provide FCM members with this updated edition.

The FCM Technical Committee on Telecommunications and Rights-of-Way

Since deregulation, individual municipalities across the country, large and small, along with FCM, have been investing time, energy and resources to safeguard legitimate municipal interests in the midst of this new environment. At FCM, collective efforts on behalf of the municipal sector have been spearheaded by the Technical Committee on Telecommunications and Rights-of-Way.

With over 50 members—including engineers, infrastructure management experts and municipal lawyers—representing municipalities of all sizes from across the country, the Technical Committee has led national efforts by promoting information-sharing, fostering the development of best practices, assisting individual members in their legal battles against carriers, and raising the political and public profile of this issue. Without their invaluable contributions, the progress achieved over the last 25 years would not have been possible.

The FCM Legal Defense Fund

In 1997, FCM established a Legal Defense Fund to cover the legal costs of defending municipal jurisdiction over rights-of-way management. Since then, the scope of the Fund has evolved and is now a critical tool in advancing the national legal interests of municipalities in a broad range of cases that have implications for the municipal sector.

The Fund, which covers legal costs incurred by FCM in its role as intervener in active litigation files, has been instrumental in setting important legal precedents on key local issues. It is also used by FCM to obtain proactive legal opinions on emerging policy files of concern to local governments. The Fund is supported by FCM members on a voluntary basis.

Since its inception, the Fund has allowed FCM to bring the voice of the municipal sector to numerous cases. FCM was the Appellant to the Federal Court of Appeal in the landmark *Ledcor* case that established the principle that municipalities have the right to recover all incremental costs related to telecommunications activity on their land. FCM also intervened in early cases such as the Edmonton LRT tunnels as well as recent precedent-setting cases: next-generation access agreements (CRTC decision in *Hamilton v. Bell*), the applicability of general ROW bylaws to federal undertakings (Court of Appeal for Ontario in *Hamilton v. Canada Post*) and the use of bylaws to grant "consent" under the *Telecommunications Act*. (At the time of writing, this last matter is ongoing before the CRTC as well as the Courts of Alberta and Quebec, with FCM supporting the cities of Calgary and Gatineau.)

Further information on the Legal Defense Fund, can be found at FCM.ca

The FCM Handbook

After 25 years of discussions, litigation and negotiations, a number of best practices and guiding principles have emerged. There are still some grey zones left where FCM will continue to play an active role, but enough experience has been gained to make it worthwhile to provide a comprehensive update on how

Return to Top

municipalities can best protect the interest of their residents when setting terms of access to their property.

The purpose of this 2nd edition of the Handbook is to provide legal and public works staff of FCM members who work on rights-of-way and telecommunications issues with the most complete information currently available. The Handbook also suggests practical ways of developing the best working relationship possible with the telecommunications industry. Ultimately, the goal is to ensure that, while new services are being deployed locally, the presence of telecommunications infrastructure in rights-of-way does not translate into added costs or risks to municipalities and taxpayers.

The two-part structure of the Handbook is straightforward. **Part 1 is the body of the document**. It provides all the essential information any municipal official should know to effectively manage relationships with carriers. Part 1 is divided into five chapters:

- **Chapter 1: What you can and cannot do: Understanding the legal framework:** Grasping what the law says you can and cannot do to protect your municipality's interests is key to achieving the best outcome possible. Understanding the law also allows you to minimize the risks of getting caught up in costly litigation.
- **Chapter 2: Managing your relationship with carriers: Key considerations:** This chapter provides practical, concrete advice on how to engage with carriers.
- **Chapter 3: Negotiating your MAA: Checklist for municipal officials:** A comprehensive list of matters that you should consider including as part of your *ad hoc* permitting process or in your comprehensive access agreements with carriers.
- **Chapter 4: Where the dollar hits the road: Calculating recoverable cost items:** Whether you opt for entering into a comprehensive MAA or to simply issue *ad hoc* permits, the presence of carriers should not generate costs to your municipality. Understanding how the CRTC implements the "cost-neutrality" principle will ensure you keep your taxpayers whole.
- **Chapter 5: Responding to common implementation issues:** Once you agree on how telecommunications infrastructure will be deployed, you will likely run into issues on the ground. This chapter provides a list of common problems and advice on how to deal with them.

Part 2 of the Handbook provides you with a number of supplementary, detailed resources on specific aspects of managing relationships with the telecommunications industry. Part 2 is divided into five annexes:

- **Annex 1:** Glossary of key technical terms
- **Annex 2:** Calculating loading factors: Technical response from the CRTC
- **Annex 3:** Detailed summaries of key legal cases
- **Annex 4:** Antenna tower siting: ISED procedure and FCM-CWTA protocol template
- **Annex 5:** The model MAA and other access agreement examples

Return to Top

Chapter 1

What you can and cannot do: Understanding the legal framework

Broadly speaking, the business of telecommunications falls under federal jurisdiction but many of the "nuts-and-bolts" considerations relating to the physical installation of telecommunications infrastructure come under the authority of municipalities. This overlap in jurisdiction has been at the centre of several legal disputes over the years. As a result, the dividing line between what municipalities can and cannot do has become clearer.

Depending on your municipality's circumstances, you might decide to deal with the occasional request from a carrier through ad hoc or individual permits, attaching specific conditions to the permit. Alternatively, if you receive a number of requests, you might decide to negotiate long-term, comprehensive Municipal Access Agreements (MAAs) with carriers. Either way, it is important to understand a few basic notions about how the legal framework surrounding telecommunications operates. This will allow you to effectively protect your municipality's interests and reduce the risks of litigation.

Radiocommunications vs. telecommunications

As a preliminary note, municipal officials must keep in mind that although most of us consider telecommunications and radiocommunications as a single service—often provided by the same company—they are treated quite differently by the federal government. For example, cellular telephone services are considered "radiocommunications" while telephones using land lines, internet communications, fibre optics, cable, etc. are considered "telecommunications". From a practical perspective, the first step in responding to requests you might receive from the industry depends on this distinction.

Radiocommunications are governed by the *Radiocommunications* Act and the statute is applied by Innovation, Science and Economic Development Canada (ISED, formerly known as Industry Canada). The department's jurisdiction includes the placement of transmission antennas for various consumer and commercial applications such as cellular telephone services. The placement of transmission antennas is subject to the approval of ISED Canada and the approval process is set out in *Antenna Tower Siting* Procedure. (For more information on the Procedure, see Annex 4.)

The industry's desire to expand their wireless networks by the deployment of antennas (small cells and other infrastructure to deliver LTE, 4G, or the upcoming 5G networks) coupled with the public's desire for these new services means that the expansion of wireless networks is something that most municipalities will have to deal with at some point. However, because the legal framework for radiocommunications

Antenna siting: Triple role of municipalities

Municipal involvement in the deployment of radiocommunication antennas typically occurs in one of three ways:

a) **Municipality as property owner (or custodian)**: As a rule, carriers must obtain the consent of the property owner in order to place an antenna. Carriers do not have expropriation powers (the Minister can theoretically expropriate but there are no recent examples of this taking place). Therefore, if a carrier wishes to install an antenna on municipal property or infrastructure, it cannot proceed without municipal consent. In negotiating consent, a municipality should feel free to impose any reasonable conditions to safeguard its interests. Like other private property owners, municipalities typically receive rent from carriers for any antennas installed on their property.

b) **Municipality as land use planning authority:** In 2014, FCM was successful in advocating for regulatory amendments to the federal government's Antenna Siting Procedure that previously exempted certain antennas (notably towers under 15 metres in height) from public consultation requirements. While there is no statutory requirement to obtain municipal approval or planning consent, the updated federal procedure requires consultation with the municipality and the public on all commercial tower installations, regardless of height, and encourages active involvement of municipalities in the tower siting process (with limited exceptions). Innovation, Science and Economic Development Canada (ISED) retains the ultimate authority to approve or deny antenna siting application.

In addition, FCM negotiated a comprehensive Antenna System Siting Protocol Template with the Canadian Wireless Telecommunications Association (CWTA). This template can be used to enter into agreements to complement the federal Procedure and reflect local considerations.

More information on the Procedure and the Protocol Template is set out in Annex 4: Antenna Tower Siting: ISED procedure and FCM CWTA protocol template.

c) **Municipality as building code enforcement authority:** If a carrier wishes to attach a transmission antenna to an existing, privately owned building or structure, municipalities should feel free to require a Building Permit Application. The rationale for this requirement is the same as for any other change to an existing structure and FCM is of the view that this approach is constitutionally sound.

Return to Top

is quite different from the rules that apply to telecommunications, wireless issues are not typically addressed in MAAs. The installation of wireless infrastructure is typically authorized separately, and differently, than the wireline connections municipalities have dealt with in MAAs. In the context of radiocommunications, the measures you take will depend on which hat your municipality is wearing in the context of the specific application: whether as property owner, as land-use planning authority or as the entity responsible for the application of the local building code.

Furthermore, while "occupancy fees" (or rent) for access to municipal infrastructure is not permitted in the context of telecommunications (much more on this point later in the Handbook), ISED has indicated that municipalities can charge fees for the attachment of antennas to municipal infrastructure (such as lampposts, traffic signals, etc). However, there are some limitations. For example, in Ontario, the Ontario Energy Board imposes certain restrictions. Municipalities are therefore encouraged, before setting any fees to access or use municipal property, to confirm if there are any restrictions in this realm in their province.

Telecommunications: Essentially, everything other than transmission antennas is governed by the *Telecommunications Act* and the statute is applied by the Canadian Radio-television and Telecommunications Commission (CRTC). The key distinction in the case of telecommunications is that there is **an explicit statutory requirement to obtain municipal consent** under the Act. Municipalities can—and should—set the terms of this consent in such a way as to protect the long-term interests of their taxpayers and residents. Setting these terms involves understanding and respecting the following legal parameters.

The Constitution

According to the Constitution, telecommunications are under the jurisdiction of the federal government. In its landmark decision in the *Châteauguay* case,[2] the Supreme Court of Canada confirmed that this is an area of exclusive federal jurisdiction—in contrast with areas where federal and local regulations can coexist (e.g. to regulate the use of pesticides on private property). This characterization as an exclusive federal power limits a municipality's constitutional right to intervene directly in this area. That said, despite what some carriers might claim, **this does not eliminate municipal jurisdiction altogether**. From a **purely constitutional perspective**, here are the "do's and don't's"

The "don'ts"

Municipalities cannot use their legislative powers (adopt bylaws, establish procedures, etc.) to specifically or directly regulate telecommunications matters. A municipal bylaw can have incidental or indirect effects on telecommunications but cannot have, as a goal, to regulate this field of activity. Such direct actions will be deemed unconstitutional or *ultra vires* (outside municipal jurisdiction). Putting an inoffensive name on the bylaw is not enough to protect it. The Court will look at what it views as the **true objective** of the municipality's actions in order to determine whether or not these actions are constitutionally valid. In legal terminology, this is called the "pith and substance" test and represents the first step in any constitutional analysis.

Municipalities cannot incidentally or indirectly affect telecommunications undertakings in such a way as to interfere with core aspects of their operations. Once a bylaw (or other municipal action) has passed the "pith and substance" test, the analysis moves to the

2 Although the *Châteauguay* decision pertains to the siting of an antenna under the *Radiocommunications Act*, the Supreme Court made it clear that the decision **applies equally to telecommunications**. For a more thorough overview of the *Châteauguay* case and other Court and CRTC decisions that have shaped the legal landscape for municipalities, please consult Annex 3 to this Handbook.

Return to Top

effects of the bylaw. In areas of exclusive federal jurisdiction, even a valid bylaw (such as the one in the *Canada Post* case above) is constrained by constitutional law: a valid bylaw cannot "impair" essential operational aspects of a carrier's business. It is up to the Courts to determine what constitutes a "core aspect" of a carrier's business and whether it is "impaired" by the local regulation.

The extreme example would be a valid rights-of-way bylaw which completely prohibits the installation of telephone wires above all roadways. While the bylaw, in pith and substance, is valid *per se*, its effect could be considered as impairing an element that is essential to the carrier's business. In other words, forcing all wires to be systematically buried would likely be considered

"Pith and substance" – Concrete examples

1. **In *Châteauguay***, the municipality argued that its attempt to influence the location of a cellular telephone antenna was justified under its land use and general welfare powers. However, the Supreme Court ruled that the true objective, or the "pith and substance" of the expropriations, was not to regulate land use nor to protect the public. The Court characterized the City's real objective as an attempt to dictate the location of Rogers' transmission antenna, a matter which is exclusively under federal jurisdiction. As a result, the expropriation measures were invalid from the outset because they were *ultra vires* or outside the City's constitutional powers.

2. **In the *Canada Post v. Hamilton* decision**, the Court of Appeal for Ontario examined a Hamilton bylaw that purported to regulate the placement of all equipment within the City's road allowances. The bylaw required a permit for the installation of any equipment, including community mailboxes. Canada Post argued that Hamilton's objective the pith and substance of its bylaw was to regulate the placement of mailboxes and that, as a result, the bylaw was *ultra vires*. Hamilton argued that it was simply exercising its legitimate authority over rights of way. The Court sided with the City in this case. It concluded that the central objective of the City's bylaw was indeed to regulate and manage road allowances. Any effect on Canada Post was incidental to this valid objective and was no different than the effects on any other occupant of the road allowance. As a result, the bylaw was "in pith and substance" within the City's jurisdiction.

(Note: Hamilton ultimately lost its appeal because its bylaw – though valid – was in conflict with a federal regulation granting Canada Post the last word in locating mailboxes.)

Return to Top

cost-prohibitive for the carrier, which would constitute an "impairment" of a "core" aspect of its business and of the federal jurisdiction. This impairment is what renders the bylaw inoperative or inapplicable in this example.

However, it is important to remember that "impairment" means more than simply "affecting" the carrier. An inconvenience is not an impairment. So, while a general prohibition against overhead wires likely goes too far, a site-specific requirement to bury a wire, which certainly "affects" the carrier's business, likely does not create a constitutionally problematic "impairment". The municipality therefore enjoys some logistical leeway for site-specific issues.

The "do's"

The limitations described above are certainly significant but there is still enough constitutional room left for municipalities to protect their interests.

Municipalities **can adopt bylaws** (or policies, procedures, etc.) that affect telecommunications, as long as such bylaws meet all three of these criteria:

1. The bylaw is intended and actually operates as a bylaw **of general application**—e.g. a typical rights-of-way management bylaw that covers all users of the right-of-way in a similar way.
2. The bylaw **only** has **incidental or indirect** impacts on telecommunications matters. It is acceptable to impose parameters on carriers as long as these effects do not target carriers and are similar in nature and impact as those imposed on other entities that are subject to the bylaw.
3. The bylaw does not **"impair the core of the federal power"**. As mentioned above, *impairment* is a much higher bar than simply affecting or inconveniencing a carrier. A core aspect is something fundamental to the carrier's operations.

If these criteria are respected, a general bylaw that has an effect on carriers **is likely constitutionally valid**.

The *Châteauguay* decision settled this issue for the foreseeable future and the framework above describes the entire legal context with respect to *radiocommunications* (transmission antennas).

However, as far as *telecommunications* (the entire communications field except antennas) are concerned, it is essential to keep in mind that the constitutional framework is **only part** of the story. As set out below, these constitutional limitations are explicitly tempered by the federal *Telecommunications Act* which recognizes the necessary municipal role in managing infrastructure that, for the most part, is located within rights-of-way. In recognizing the municipal role, the *Telecommunications Act* prohibits carriers from deploying or maintaining their networks without **municipal "consent"** (a requirement which does not exist with respect to transmission antennas under the *Radiocommunications Act*).

The *Telecommunications Act*

Although, constitutionally, carriers enjoy a privileged position which makes them immune to *direct* attempts at local regulation, general municipal rules do still apply to federal undertakings within the limits explained above.

More importantly, Parliament has expressly limited this immunity by enacting the provisions of the *Telecommunications Act* set out below. Under the Act, carriers can only access municipal property **with the consent** of the municipality. Furthermore, the presence of carriers cannot "unduly interfere" with other users. It is these explicit statutory limitations that allow municipalities to dictate reasonable terms of access to their rights-of-way.

The most widely used way of granting consent and setting the terms of access to municipal rights-of-way is through the negotiation of a

Return to Top

mutually-acceptable comprehensive Municipal Access Agreement (or MAA). This Handbook focuses on this approach (see the **checklist** in Chapter 3).

Theoretically, however, consent and terms of access can also take the form of a bylaw. Only a handful of municipalities have opted for this approach and, in some cases the carriers have reacted by challenging the bylaws in Court. At the time of publication, cases involving Calgary (AB) and Gatineau (QC) are proceeding through the courts so the judicial response to this approach is still unknown but is being developed. (For a more detailed discussion on this approach, see the **Adopting a bylaw** section in Chapter 2.)

For municipal officials, these are the key sections of the *Telecommunications Act* that provide for a municipal right to refuse access to rights-of-way until terms of access have been agreed to by both parties:

> Definition
>
> 43. (1) In this section and section 44, "distribution undertaking" has the same meaning as in subsection 2(1) of the Broadcasting Act.
>
> Entry on public property
>
> (2) Subject to subsections (3) and (4) and section 44, a Canadian carrier or distribution undertaking 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
>
> (3) No Canadian carrier or distribution undertaking 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.
>
> Application by carrier
>
> (4) Where a Canadian carrier or distribution undertaking cannot, on terms acceptable to it, obtain the consent of the municipality or other public authority to construct a transmission line, the carrier or distribution undertaking may apply to the CRTC for permission to construct it and the CRTC may, having due regard to the use and enjoyment of the highway or other public place by others, grant the permission subject to any conditions that the CRTC determines.
>
> Applications by municipalities and other authorities
>
> 44. On application by a municipality or other public authority, the CRTC may
>
> (a) order a Canadian carrier or distribution undertaking, subject to any conditions that the CRTC determines, to bury or alter the route of any transmission line situated or proposed to be situated within the jurisdiction of the municipality or public authority; or
>
> (b) prohibit the construction, maintenance or operation by a Canadian carrier or distribution undertaking of any such transmission line except as directed by the CRTC.

In practical terms, a number of CRTC and Court decisions[3] have interpreted these provisions. As an initial observation, it is worth noting that three types of municipal property have been treated differently by the CRTC and the Courts:

- **Titled municipal lands** (parks, community centres, city hall, etc.): There are very few specific decisions dealing with properties of this type but, typically, they are dealt with on an individual basis, taking into account the unique characteristics of each location.

3 See Annex 3 – Key Legal Cases – Detailed Summaries for a more complete overview of these decisions.

Return to Top

- **Other public places:** The Courts have given a fairly broad interpretation to this concept (e.g. the LRT tunnels in Edmonton were deemed to be "other public places" because the public circulated in them) but the CRTC and the Courts have systematically refused to apply general rights-of-way conditions of access to these spaces or to include them in general MAAs, again because of their unique nature.
- **Rights-of-way:** Access to rights-of-way is usually granted through blanket approvals, most often through a negotiated MAA. These specific conditions of access have been at the heart of most of the litigation since the deregulation of the carrier industry.

With respect to rights-of-way—but not the other types of property—the provisions of the Act have been read as establishing the following general framework:

- Carriers have the right to enter upon and remain on municipal land to build, maintain and operate their networks. As a result, municipalities cannot outright prevent the deployment of telecommunications infrastructure on their property. Such a prohibition would also be unconstitutional (it would impair the core of the federal power). However, this right is not absolute. It is subject to the two important conditions mentioned above:
- The activities surrounding the construction, operation and maintenance of a network on municipal property, including the right to occupy municipal land, cannot cause "undue interference" with the use and enjoyment of the space by others. Because it is set out in the Act, the CRTC itself is bound by this limitation. This provision can be used, for example, to justify site-specific mitigation measures or changes during plan approvals to prevent conflicts with other rights-of-way users.
- Construction, maintenance and operation of carrier infrastructure cannot take place without **prior** municipal consent.

The reality is that no matter how carefully a municipality tries to follow the legal framework set out above, there is always a chance that a dispute will arise. We now turn to how telecommunications disputes—which usually arise because of disagreements on the conditions of access set out by the municipality—are typically resolved.

The role of the CRTC

While avoiding litigation is certainly preferable, there will almost inevitably be disagreements on the conditions of access you will propose to a carrier, whether for an *ad hoc* permit or as part of a comprehensive MAA. It is common practice to turn to private dispute-resolution mechanisms as a first step. Indeed, many MAAs include such provisions, such as non-binding mediation or private arbitration, as initial steps to resolve a disagreement. (See more on this point in the **Resolving disputes** section of Chapter 2.)

If these processes do not lead to a successful conclusion, the formal body that has the mandate to adjudicate disputes with respect to the terms of access to municipal property (regardless of the property type) is the CRTC. Private dispute resolution alternatives cannot legally displace the CRTC's ultimate authority in this regard. Carriers and municipalities are therefore always free to proceed to the CRTC if they wish.

The grounds on which to file an Application to the CRTC are worded slightly differently for carriers and municipalities. Technically:

- carriers can apply to the CRTC when they are unable to reach an agreement with a municipality on the terms of access; and,
- municipalities can apply to the CRTC to prohibit the activities of a carrier who has not yet obtained municipal consent or to direct the planning of a specific transmission line.

In reality, however, the process followed by the CRTC is much the same regardless of which side files an Application. It is therefore useful to understand key aspects of the CRTC as it relates to rights-of-way management.

The CRTC is the federal entity mandated by Parliament with overseeing most aspects of telecommunications in Canada. From frequency spectrum to bandwidth management, from Canadian content rules to media ownership concentration, including internet and cell phone rates, the CRTC tackles some of the most visible and technically complex issues in the country. Given the technical knowledge and expertise required to fulfill its core mandate, most CRTC members have been drawn from various parts of the Canadian telecommunications industry: executives, lawyers, engineers, financiers, etc.

Although the Application process relating to rights-of-way access had been part of the statutory framework for decades prior to deregulation in 1993, disputes of this type had rarely—if ever—been brought to the CRTC during the era of regional monopolies. The one-on-one relationships between carriers and municipalities had been relatively simple to manage and, for the most part, these issues were not on the CRTC's radar when deregulation hit.
With the sudden flood of access disputes resulting from market competition, the CRTC faced a steep learning curve. In light of the CRTC's mandate and composition, the realities of the municipal sector were not well known to the CRTC. Early CRTC decisions felt biased in favour of the industry, with municipal stakeholders struggling to get their message across. The municipal sector responded in two ways:

- **The collective response:** Through the work of the FCM Technical Committee, and thanks to the resources provided by the FCM Legal Defense Fund, a number of sector-wide initiatives were undertaken. A dialogue was established with the CRTC in order to increase awareness of municipal realities, foresee future issues, and reduce the need for costly litigation. These multi-party discussions, as well as the later nomination of a former city councillor to the CRTC, all helped increase institutional awareness. FCM also intervened directly in a number of important legal cases. Over time, these efforts led to what is generally perceived as a greater understanding of legitimate municipal preoccupations and more balanced decisions with respect to the conditions of access to municipal rights-of-way.
- **The individual responses:** The second factor that allowed the CRTC to gain a better perspective is the quality of the arguments and evidence presented by individual municipalities appearing before the CRTC. By preparing strong, reliable data on various issues, individual municipalities were able to demonstrate the legitimacy of their arguments and positions, with each case building on the previous ones.

The result of these efforts has been a greater understanding, by the CRTC, of municipal realities. By and large, more recent CRTC decisions regarding the terms of access to municipal property have tended to be more balanced and reflective of legitimate municipal concerns.

Return to Top

Chapter 2

Managing your relationship with carriers: Key considerations

Choosing how to manage your relationship with carriers will depend on a number of local conditions and a few key considerations. Should you set out to negotiate a full-blown MAA? Or is an *ad hoc* permit process sufficient? Do you have the staff resources on hand to process applications or should additional resources be brought in? Should Council be involved? Can you set out certain basic requirements in a general bylaw?

While there is no standard answer to the questions above, collective experience over the last 25 years has shown that simply allowing carriers to install their equipment without notifying or consulting local authorities should not be the default approach.

If a municipality has not yet put in place any process by which carriers must first obtain approval before undertaking work within the municipality, experience has repeatedly demonstrated that every time a carrier breaks open a right-of-way, it invariably transfers costs to municipal taxpayers. Furthermore, if a municipality is not being consulted on the design and location of telecommunications infrastructure on public property, the risk of unexpectedly coming across carrier infrastructure when undertaking municipal works is dramatically increased. Poor practices of this type can obviously endanger the safety of workers on site and, if carrier services are disrupted, it can have an impact on businesses as well as public safety generally if emergency telecommunications are compromised. Unapproved works by carriers also has negative impacts on other users of the rights-of-way.

As you ponder how best to manage the presence of carrier infrastructure within your rights-of-way, here are some basic points to consider.

Creating an inventory of carriers occupying ROW

An important first step is to compile, to the extent possible, a complete inventory of:

- telecommunications companies operating within your municipality, and
- the physical location of each of their assets.

As self-evident as this may seem, you might get some surprises. A number of new players have appeared since deregulation and several companies have been bought out or have merged over the years. Determining the list of who your current legal partners will be might not be entirely straightforward.

In addition to going through your own records, external sources such as provincial one-call services can be of assistance. Contacting neighbouring municipalities to compare notes could also prove useful, as could consulting other utilities, such as the local hydro company, who often share their infrastructure (underground conduits, poles, etc.) with the carriers

In the case of incumbent companies who provided services within a municipality for decades prior to deregulation, it may be very difficult to obtain accurate records of old infrastructure. Experience has shown that these companies themselves have not always diligently maintained precise and reliable records. Even if horizontal alignments have been recorded, it is very rare for the carriers to have vertical alignments (depth or elevation) data available.

Informing council

Once you have a good idea of the situation on the ground, informing your elected officials is crucial. Depending on the rules of procedure in your municipality, Council approval might be required to embark on negotiations with the telecommunications companies in your area. Even if approval is not required, it is probably wiser to advise Council before setting the wheels in motion. You will want to equip local politicians with the information they need should they be lobbied by carrier representatives—something which is almost inevitable.

Indeed, experience has shown that some carriers will react negatively when municipalities try to exercise their rights and will attempt to influence the decision at the political level. For example, a carrier might threaten to stop deploying new, state-of-the-art technology in your municipality if Council attempts to recover causal costs. Such tactics can sway some decision-makers. Consulting with other municipalities can help you debunk such threats.

It is important that all those involved on the municipal side, staff and elected officials alike, understand the change which has occurred since deregulation. Gone are the days of the more symbiotic relationship between a municipality and "the telephone company." New players in the telecommunications industry often have very targeted services and clientele in mind. Why should the community as a whole bear the costs created to serve a small number of customers? There is no longer any rationale for municipalities to give competing, for-profit companies a free ride at the expense of their taxpayers. In fact, the application of a "user-pay" principle for the industry has been repeatedly endorsed by the CRTC and municipalities should not be afraid to hold their ground in order to protect the integrity of local taxpayers.

As indicated above, the other key argument for a minimal level of supervision by the municipality is that if telecommunications equipment is installed without your knowledge, or without proper notification as to the exact location of these assets, the risk of accidental damage by municipal crews and private contractors becomes significant. There are also impacts to other users providing essential services such as water, gas, and sewer services. The financial cost of disrupting any of these services can quickly add up, not to mention the potential danger to the public at large if essential communications services are accidentally cut. Proper roadway management becomes impossible if your municipality is unable to create complete records of the uses others are making of its property.

Negotiating a municipal access agreement (MAA)

Negotiating your first MAA with a telecommunications company might not be as straightforward an exercise as one might think. Some companies take a very aggressive stance in negotiations. Furthermore, it is not uncommon to negotiate for a number of years before coming to an agreement. However, this should not deter municipalities from embarking on this process.

Return to Top

CRTC decisions now create a fairly clear framework for a number of key elements of any MAA. Unfortunately, this has not entirely stopped certain local representatives from pushing back, even on items that are well settled. Therefore, knowledge is definitely power in this context—hence this Handbook.

The guiding principles set out by the CRTC are reflected in the **MAA checklist** in Chapter 3 and these constitute a good starting point. It might also be useful to look through the Model MAA at Annex 5. The Model MAA was the result of a CRTC-sponsored process whereby carriers and the FCM set out common issues that can be treated in your own MAA. All of these suggestions contained in this Handbook reflect common practices and are certainly of great help in preparing your negotiating position but remember that these are only guides.

You should not hesitate in including any terms which might reflect unique local conditions. This is particularly true if, as you come to renew existing MAAs, your local experience dictates the need for additional provisions to safeguard your municipality's interest.

One of the central elements to any MAA is cost recovery. Keeping the taxpayer whole while telecommunications companies deploy their networks has presented a significant challenge.

Litigation tips

Even if you deploy best efforts and show good faith in negotiating with a carrier, you might end up in litigation before the CRTC either because the carrier files an Application or because you conclude, at your end, that the negotiations are deadlocked. If you need to prepare to litigate before the CRTC, here are a few things to keep in mind:

- The CRTC has an obligation to treat each dispute individually and rule on each case based on its own unique merits.
- Past case law can be used as a guide but will not supplant context specific determinations if you have supporting evidence.
- If you have well documented reasons for requesting a specific provision in your MAA, there is no reason not to insist on its inclusion.
- The Model MAA is only a resource document a fact that has been explicitly stated by the CRTC. It is not a default set of access conditions and there is no need to justify departing from its terms.
- The Handbook provides a good starting point to understand the law and how to argue for key conditions of access.
- FCM's Legal Defense Fund can potentially be of assistance if the dispute raises questions that affect the municipal sector more broadly. More information can be found at: **https://fcm.ca/en/about-fcm/membership/legal-defense-fund**

For more information, see the section on **Resolving disputes** below.

While not perfect, direction from the CRTC and best practices provide a reasonable degree of protection. Although this classification is not set in stone, **recoverable costs** are generally grouped in five categories:

1. plan review and inspection costs;
2. pavement degradation costs;
3. lost productivity costs;
4. relocation costs;
5. removal of abandoned equipment.

To these cost categories, **loading factors** and **inflation adjustments** are added—all of these elements are explored in detail in Chapter 4.

In addition to cost-recovery, **key elements of a typical MAA** include:

- provisions on the scope of the agreement (items covered or excluded—often referred to as the definition of "work" subject to the terms of the agreement),
- design approval process and requirements,
- performance requirements,
- insurance and liability provisions, and
- mechanisms to address non-compliance.

Key CRTC decisions: A quick overview

Three CRTC Decisions set out the framework for an effective cost recovery. While more details are provided in Chapter 4 and Annex 3, here is a very short summary to set out the context.

Ledcor v. Vancouver

This decision established the cost neutrality principle for municipalities and its key components. All incremental costs associated with a carrier's work or presence in the right of way can be recovered by municipality. However, the CRTC rejected the imposition of occupancy fees (rent) for public space.

MTS Allstream v. Edmonton

The *Telecommunications Act* gives the CRTC jurisdiction to set the terms of access to "highways and other public places". This decision was the first to interpret the phrase "other public places". This case also clarifies that cost neutrality allows municipalities to recover prospective, incremental costs from carriers, not the sunk costs of existing infrastructure.

Hamilton v. Bell

The CRTC approved a "next generation MAA" that includes compliance and penalty provisions. The CRTC also confirmed various cost recovery principles challenged by carrier. The decision also confirms that the conditions of access apply to all operations by the carrier (installation, maintenance, occupancy, etc.), not simply to the initial construction work.

The proper application of the Ledcor principles, along with the more recent clarifications provided in the MTSA and Hamilton/Bell cases incorporated into the **MAA checklist** found in Chapter 3 will help to mitigate costs for municipalities.

Return to Top

Adopting an access bylaw

As indicated earlier, municipalities have the theoretical ability to set terms of access to rights-of-way through the adoption of a bylaw. By way of reminder, this ability stems from the provisions of the *Telecommunications Act* in which Parliament constrained the relative constitutional immunity of carriers by explicitly requiring them to obtain **prior municipal consent** before accessing municipal land. Although this consent is usually given through a MAA, there is nothing in the Act preventing municipalities from setting out the terms of access—or granting consent—in a bylaw. In fact, the CRTC has expressly stated, in a number of decisions, that telecommunications companies must respect the provisions of all municipal bylaws.

Why can this option be attractive? Municipalities who have historically relied on the MAA route to set out the terms of their consent have grown frustrated with the protracted negotiation process which often ends up in litigation anyway. Even renewing long-standing agreements has proven challenging for some municipalities. Adopting a bylaw that sets out the terms under which a carrier can obtain the statutory municipal consent required to construct infrastructure and occupy municipal rights-of-way certainly provides a much quicker way to establish a working framework for all carriers that operate within a municipality.

Some municipalities have therefore opted to adopt a general bylaw setting out default terms of access in the absence of a bilateral MAA. Edmonton and Toronto have been relying on bylaws to set out the terms of access for some time and this approach has gone fairly smoothly. However, recent efforts by the City of Gatineau (in 2013) and as well as Calgary (in 2017) have been met with swift and angry responses by carriers.

Carriers immediately challenged the Gatineau bylaw in Quebec Superior Court arguing that it was unconstitutional. This legal challenge, started before the *Châteauguay* case was decided, was on hold for a number of years as Gatineau tried to negotiate a satisfactory MAA. Four years of negotiations did not produce an agreement and the matter was referred to the CRTC by Gatineau for resolution. At their end, the carriers reactivated the court challenge. Gatineau's bylaw was ruled to be unconstitutional at first instance and, at the time of writing, the matter is proceeding to the Quebec Court of Appeal at the request of the Attorney-General of Quebec. FCM has been granted Leave to Intervene and has filed a factum with the Quebec Court of Appeal on behalf of the municipal sector.

As far as the Calgary case is concerned, it was heard by the Court of Queen's Bench and a decision is pending. It is quite possible that the matter will be appealed by the losing side, regardless of the outcome.

Another grey zone is the role of the CRTC in resolving disputes in the presence of a municipal bylaw. Does the CRTC have the authority to overrule local legislation? The *Telecommunications Act* gives the CRTC the authority to set the terms of access where there is a disagreement but, from a legal perspective, deciding the validity of bylaw provisions has normally been the purview of the Courts.

These are fundamental questions for which there is no clear answer at this point but clarity will likely be achieved in the coming years as the legal disputes make their way through the Courts. In the meantime, municipalities should inform themselves as to the latest developments in deciding whether to adopt a bylaw and which provisions to include in their municipal access bylaw. FCM will be updating its website regularly with new developments by publishing addendums to this Handbook. Members of the Technical Committee are also a valuable resource for officials who wish to connect with colleagues with experience in this area.

Return to Top

Resolving disputes

Data, evidence and information sharing

For any CRTC litigation, a **key lesson** has emerged from the past 25 years of work: members have everything to gain by investing in **comprehensive and reliable data** gathering abilities. History clearly shows that compiling clear and convincing evidence (photos, permit aging data, compliance reports, etc.) is essential to supporting an argument for your desired conditions of access to local rights-of-way. The CRTC does not undertake its own research and relies heavily on the quality of the information a municipality can provide.

Furthermore, while disputes between individual municipalities and telecommunication companies can often feel like a battle between David and Goliath, experience has shown that information sharing can contribute greatly to protecting the interests of the municipal sector. In this light, FCM asks that you keep it informed of significant developments, especially if your municipality finds itself involved in litigation. FCM, and individual members of the Technical Committee can be a great resource to develop an effective strategy. Your situation may provide examples for other FCM member municipalities as well.

Private dispute resolution

Most municipalities who have put in place comprehensive access agreements have included private mediation or arbitration as an initial means of resolving disputes. There is no reason why this approach cannot be included in an *ad hoc* permit as well.

These private processes are typically much quicker, less formal and cheaper than turning to the formal processes offered by the CRTC. As such, they are an attractive option. However, it is important to note that the *Telecommunications Act* does not allow parties to exclude the jurisdiction of the CRTC (and of the Courts on appeal). Therefore, while practical, these tools can never close the door on the formal route as the ultimate recourse for either party.

Staff-assisted mediation

The first step of the "official" process, regardless of the type of dispute, is typically to go through a mediation assisted by CRTC staff. The Staff-Assisted Mediation process is entirely confidential and the outcome of the mediation cannot be used in the context of a future hearing unless all parties agree. (Details at: https://crtc.gc.ca/eng/industr/rddr/mediation.htm)

Short dispute-resolution process

In an attempt to reduce the length and cost of litigation, in January 2009 the CRTC launched a new dispute-resolution process[4]. The process is aimed at resolving disputes related to a single issue or, in exceptional cases, to several closely related issues. The process can be used if negotiations of a new MAA bog down or to interpret a provision of an existing MAA if its application has led to a disagreement. In order to access the process, the following conditions must be met:

- the dispute is bilateral (or affects only a small number of parties);
- the parties have been unable to resolve the dispute by alternative methods—negotiation, private mediation, CRTC-assisted mediation;
- the dispute is in relation to the telecommunications system and deals primarily with the interpretation or application of an existing Commission decision, policy or regulation; and
- resolution of the dispute does not require a new policy or change to an existing policy.

4 Broadcasting and Carrier Information Bulletin CRTC 2009-38 – *Practices and procedures for staff-assisted mediation, final offer arbitration, and expedited hearings*. Link: https://crtc.gc.ca/eng/archive/2009/2009-38.htm

Return to Top

Full application to CRTC

i) Written proceedings

In the event of a deadlock relating to more complex issues, particularly if you are negotiating a MAA, either party can file an Application with the CRTC. For municipalities, this means applying under section 44 of the *Telecommunications Act* to request, for example, that a carrier "bury or alter the route" of its lines or "to prohibit construction" except as directed by the CRTC.

The CRTC does not have a very formal code of procedure. The Application will typically be in the form of a letter, accompanied by the arguments for the municipality's position, supported by a strong evidentiary record. Parties are allowed to respond to each other's submissions. It is not uncommon for the CRTC, after receiving initial submissions from all parties, to send out questionnaires seeking clarifications on various points.

At this stage of the proceedings, written interventions from other stakeholders are typically possible. If your municipality decides to file an Application—or finds itself facing an Application by a carrier—we strongly recommend notifying FCM. Individual members of the Rights-of-Way Technical Committee, as well as FCM itself, can provide suggestions and, if it is helpful, seek to intervene directly in the proceedings.

ii) Hearings

Any party can request a full hearing before the CRTC but the decision as to whether or not to hold a public hearing is entirely discretionary.

If the issue at play is not purely financial in nature but is limited in scope, either party can request an Expedited Hearing. The timelines for this process are much shorter than for regular hearings and allow the relatively rapid resolution of an issue. The CRTC used this method in the Baie-Comeau case as construction work had already begun and a quick resolution was required on a specific issue. Here again, the CRTC's decision is discretionary.

iii) Technical interpretations

A final option is requesting a staff-level interpretation of certain technical aspects. This can be a relatively quick and simple way of obtaining clarity on a term or a provision of a MAA. These interpretations are non-binding and, depending on the outcome, parties can choose to escalate the matter by filing an Application.

Appealing a CRTC decision

i) Internal appeal

Once the CRTC has communicated its decision, it is possible to file an internal appeal of the decision, in whole or in part, pursuant to section 62 of the Act. This internal appeal is called an *Application to Review and Vary* a decision.

In Telecom Information Bulletin 2011-214, the CRTC outlined the criteria it would use to assess review and vary applications. Specifically, the CRTC stated that applicants must demonstrate that there is substantial doubt as to the correctness of the original decision, for example due to (i) an error in law or in fact, (ii) a fundamental change in circumstances or facts since the decision, (iii) a failure to consider a basic principle which had been raised in the original proceeding, or (iv) a new principle which has arisen as a result of the decision.

If these criteria are met, an Application can be filed with the CRTC asking it to take a second look at any issue raised in the initial Application.

ii) Judicial appeal

Anyone wishing to challenge a decision of the CRTC made under either section 43 or 44 in court must apply for Leave to Appeal to the Federal Court of Appeal (FCA). The applicable timelines are set out in section 64 of the *Telecommunications Act*. Granting Leave is

Return to Top

discretionary, the decision of the FCA is final, and reasons for a refusal are not typically provided.

As a reminder, experience has shown that the chances of success on appeal are greater when a municipality can count on the support of the municipal sector and FCM. Prior to launching an appeal, we recommend you contact FCM or a member of the Technical Committee and that you review the information on the Legal Defense Fund (LDF) to see whether your case could receive support from the LDF. Information on the LDF can be found here: https://www.fcm.ca/home/membership/legal-defense-fund.htm

Return to Top

Chapter 3

Negotiating your MAA: Checklist for municipal officials

In order to set the conditions under which telecommunications companies may have access to rights-of-way (and, possibly, other municipal property), the most widespread approach is to negotiate a Municipal Access Agreement (MAA) with each carrier operating within your boundaries.

In addition to the obvious elements of the MAA which would be found in most contracts (identification of the parties, date of the agreement, signatures, confidentiality provisions, notice provisions, severability of individual clauses, successors to the parties, dispute-resolution mechanisms, etc.), the following provisions are now commonly found in MAAs. In addition, a Model MAA was developed under the auspices of the CRTC. This resource document can also give you a starting point for your reflection.[5] However, please note that the Model MAA left many provisions open because of a lack of consensus. These are likely the key issues where your own MAA will require the most attention during your negotiations with the carriers. The suggestions in this Handbook will be of assistance in developing your position. Keep in mind that the recent CRTC decision in Hamilton/Bell (incorporated in the checklist below) confirmed that the Model MAA is only a resource document.[6] This decision also provided guidance on many of the issues that had been left as outstanding during the Model MAA process.

Recitals: These provisions, which often begin with "Whereas…", are not typically interpreted as binding on the parties, but are instead used to set out background information which will assist in the interpretation of the MAA itself.

Recitals can include information on the status of the parties, the purpose for which the MAA has been entered into or the general intent of the agreement and can include:

- acknowledgment that municipal consent is required to access rights-of-way,
- recognition that access to rights-of-way must be undertaken without creating undue interference to all other users,
- recognition that it is the role of the municipality to reconcile competing demands on rights-of-way,
- the need to keep the municipality whole—no transfer of costs or risk as a result of carrier operations, and
- the overall obligations of the parties.

5 The Model MAA was developed through a CRTC Interconnection Steering Committee (CISC) process. This approach brought together FCM Technical Committee and industry representatives under the auspices of the CRTC. The full document is reproduced at Annex 5 of this Guide.

6 See CRTC Decision 2016-51 at para. 10.

Return to Top

Definitions and scope of municipal consent: The purpose of the agreement is to grant access to municipal rights-of-way (and perhaps certain other municipal properties if you so choose) subject to the provisions of the MAA. The text should therefore specify or define key aspects from the outset:

- the types of property which fall within the agreement (e.g. rights-of-way, bridges, viaducts);
- the type of work or activities subject to the agreement (e.g. installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of carrier equipment);
- the fact that the agreement binds not only the carrier but also its agents, contractors, successors, etc.;
- a way of distinguishing between regular or normal activities from emergency activities as, typically, permit requirements are modified when unexpected emergency repairs are required.

In addition, it is preferable to indicate that the consent or agreement is not exclusive in any way as other carrier operators are likely to also request access over time.

Definition of "work"

Even though this matter has been treated explicitly by the CRTC, some carriers continue to try to limit the scope of MAAs by arguing that it can only apply to the initial construction of telecommunications infrastructure – not to its repair or ongoing presence in the rights of way. This is not the case.

As an example, here is the wording in the Hamilton Bell MAA approved by the CRTC that captures all aspects of the carrier's operations:

"Work" means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by the Company, or on its behalf, within a Highway, including the excavation, repair and restoration of the Highways

Conditions of authorization: The MAA should set out, in detail, the permit process for new works or maintenance projects requiring excavation. This process can include:

- different categories of permits, depending on the nature of the work to be done; it is common practice to exclude from permit requirements routine maintenance work by the carrier as long as the work does not involve excavation or physical disruptions to the right-of-way;
- the type and nature of engineering plans to be filed;
- any other information required for proper right-of-way management (construction timelines, contingencies for traffic flow, pedestrian access and parking, etc.), including an open-ended stipulation in the form "such other information as the municipality may reasonably require."

This section should also include a general prohibition against excavation or other types of entry onto municipal property unless the carrier has complied with all aspects of the permit process and the MAA generally. Being able to withhold a permit in case of severe non-compliance can be a helpful tool.

Many MAAs refer to the fact that, for technical or planning reasons, the municipality can reasonably withhold permission or reject an application. Such an acknowledgment is often accompanied by a commitment to make good

Return to Top

faith efforts to propose alternatives when an application is rejected.

Scope of authorization: Although this might not be strictly necessary, it is common practice to include provisions that indicate that authorization under the MAA and the use or occupancy of municipal property does not create any registerable or opposable interests in the property. This is true of any entitlement to the rights-of-way by the telecommunication company, as well as any entitlement of the carrier's equipment by the municipality.

General conditions applicable to work by carriers: MAAs typically set out conditions applicable to all work carried out by the telecom, regardless of whether it involves the installation of new equipment, routine maintenance or emergency repairs. These conditions can include:

- conformity to all applicable statutes, bylaws and regulation (federal, provincial and municipal),
- completion of the work to the satisfaction of the municipality,
- conformity to sound engineering practices,
- specifications with respect to ductwork to be used (e.g. concrete casing),
- roadway restoration specifications (standards and authority of municipality to undertake such work at the telecom's expense if unsatisfactory), and
- the municipality's ability to issue a stop-work order in certain circumstances (danger to the public, danger to workers, municipal need to access the site, etc.).

Conditions applicable to construction work and permits: Most MAAs include provisions specifying the manner in which the work is to be undertaken when it is subject to a permit application. This can include stipulations as to:

- the supervision of the work by the carrier or the municipality,
- the process to apply for revisions to project timelines,
- inspections by the municipality or its agents,
- safeguards in the public interest (e.g. signage and way-finding, protection of tree root systems, removal or concealment of graffiti, etc.),
- removal of surplus material, and
- ways of minimizing disruptions to other users of the space.

Municipalities should feel free to require high performance standards from the carriers including requiring professional sign-off on drawings, the level of detail required on plans, etc. Reference to industry or engineering standards can also be helpful.

Completion of work and as-built drawings: Once the work is completed, it is common practice to set out a number of additional requirements:

- notification that the work is complete,
- the municipality's ability to require corrections or to undertake work itself in order, for example, to restore the area if this has not been done to the municipality's standards or satisfaction— in keeping with the cost-neutrality principle, compensation to the municipality should be provided in such cases, and
- filing of as-built plans within a specified timeframe (e.g. two months) with any number of technical specifications (format, data shown on plans, etc.).

Cost-recovery: fees and payments provisions: Of obvious importance is the determination of the various fees to be charged for the permit application process and other work undertaken by carriers. Many MAAs simply include a general requirement to pay fees in accordance with a Schedule attached to the agreement. This allows for the establishment of very detailed fee structures, in accordance with the "causal cost" recovery principles set out by the CRTC, including lost productivity, CPI increases and loading factors.

Return to Top

For a complete review of typical cost-recovery provisions, please see Chapter 4: Where the dollar hits the road: Calculating recoverable cost items.

Emergency access: The regular conditions of access are typically waived in cases where the carrier must undertake emergency repair work. However, these provisions often include requirements for written notice with respect to the location, the scope of the work, and the reasons for the emergency. Notice is given, whenever possible, prior to undertaking the repairs or as soon as reasonably possible. Many MAAs include provisions stipulating that if the number of emergency repairs exceed a set number, both parties will meet to establish a plan to reduce the number of emergencies. The goal is obviously to prevent too much work being undertaken under the guise of emergency repairs without adequate planning control by the municipality.

Bill S-229

Bill S 229 is a private bill initiated in the Senate. It would create a federal underground infrastructure notification system that would require, among other things, operators of underground infrastructure that is federally regulated or that is located on federal land to register the infrastructure with a notification centre. Anyone undertaking excavation work could contact the centre for a locate request and the owner of the infrastructure would have to mark the relevant location on the ground.

At the time of writing, Bill S 229 has passed 3rd and final reading in the Senate. It was read the first time in the House of Commons in May 2017, and confirmed in October 2017 by the Speaker of the House that it could proceed through the consideration process of the House. At the time of writing, the bill had not progressed any further and its fate is far from certain.

Routine maintenance: Routine maintenance work which does not require excavation or breaching a roadway surface is sometimes excluded from the requirement to obtain a permit. However, requirements such as notice to the municipality are often imposed when maintenance work involves replacing above-surface equipment with larger pieces (e.g. cabinets or pedestals) or when the work requires the obstruction of an intersection. Some MAAs also include specific requirements for large-scale maintenance work (e.g. projects greater than 500 meters in length with a right-of-way).

Representations with respect to state of condition of property: It is important to stipulate that the municipality has made no representations with respect to the state or condition of the property covered by the MAA. Determining the suitability of any area which a carrier proposes to use should be entirely the telecom's responsibility.

Equipment locates: The provision, to the municipality, of equipment locates in a timely fashion can be helpful, as well as mandatory registration with provincial authorities, where applicable.

Exchange of emergency contacts: Both parties should exchange and update lists of contacts.

Relocation of equipment: It is highly recommended to include provisions which deal with scenarios where there is a need to relocate telecommunications infrastructure as a result of a project undertaken by the municipality or by a third party.

Return to Top

Relocation is the most contentious issue due to the impact associated with the high costs to either the municipality or the telecom. It is highly recommended that readers familiarize themselves with the provisions described below, and the chronological order of events relating to the development of MAAs across Canada by reading through Annex 3. Many carriers still attempt to negotiate relocation cost provisions based on older, outdated CRTC decisions.

These provisions do vary and are often complex. The provisions typically deal with:

- notice requirements (by the municipality);
- allocation of costs between the carrier and the municipality (typically a sliding scale over a number of years, in accordance with the CRTC decisions or other mutually agreed upon terms);
- whether or not these provisions apply retroactively to all infrastructure already in place at the time of concluding the MAA or only prospectively to equipment installed after the date of the agreement—experience suggests that the predictability of including all infrastructure is preferable.

Performance-related provisions: As most carriers now call upon any number of contractors to perform their work, the quality of the work can vary tremendously, as can the responsiveness to deficiencies. In that light, experience has shown that setting out various scenarios under which the carrier is deemed to be in default, along with the municipality's remedies in such cases, is advisable. Defaults may include events such as arrears in payments or the failure to relocate equipment.

Setting out the consequences or remedies in cases of default is equally important. These can include:

- performing remedial work and invoicing the telecom,
- suspending the processing of permits until deficiencies are addressed,
- securing a standing letter of credit which can be used by the municipality to cover costs, and
- imposing financial penalties for delays, etc. On this point, in the Hamilton-Bell MAA, the CRTC stated that it would be inappropriate for a municipality to levy fines as these would constitute a type of bonus revenue beyond causal costs. However, the CRTC did acknowledge that some remedy for non-compliance was justified and, instead, used a letter of credit mechanism, creating a funding source that the municipality can access to undertake remedial work itself, but at the expense of the carrier.

Insurance and liability: Parties should apportion risk of losses resulting from the work undertaken by either party, as well as by the presence of the telecommunications infrastructure, as part of the MAA. Otherwise, provincial liability principles (tort law) will apply. These provisions often include specific insurance requirements for the carrier (e.g. vehicle insurance, blasting, etc.), and cross-indemnification.

Term of the agreement: It is commonplace to see MAAs signed for an initial five-year term with one or two optional five-year renewal periods. Because negotiating a MAA can be time-consuming, shorter terms often do not make it worthwhile to undertake the negotiations exercise.

Termination provisions: The parties should determine under which conditions the agreement can be terminated (e.g. insolvency, sale of the carrier, etc.) and what happens in

Return to Top

the event the agreement is terminated. These provisions should deal with the continued presence or removal of equipment (especially unused or abandoned pieces), unfinished remedial work, etc.

Security deposits: It is common to require a carrier to provide a municipality with a Letter of Credit or other similar security prior to the commencement of excavation work. The amount should be enough to completely restore the area affected in case of default by the telecom. (see “Performance Related Provisions” above)

Utility coordination committees: The MAA can be used to obtain a firm commitment, on the part of the telecom, to participate in local utility coordination committees and to fund part of their operation.

Third-party provisions: As carriers often rent out their own equipment to other parties, it is advisable to include a provision which compels the carrier to include certain provisions in its third-party agreements in order to protect the municipality’s interests. In the absence of such provisions, the CRTC decision in Shaw v. British Columbia (2009-452) is helpful in that the CRTC refused to compensate the carrier that occupied the right-of-way without the owner’s consent. (See Annex 3 for more details on this case.)

Environmental responsibility: The MAA should provide that the municipality is not responsible for environmental hazards created by a carrier or its equipment.

Abandoned equipment: The MAA should provide a notification requirement when a carrier abandons equipment. In such cases, it is advisable to include provisions which allow the municipality to compel the carrier to remove its equipment in order to prevent accidents and unnecessary costs. Some MAA’s include a provision for the carrier to “make safe” abandoned equipment that the municipality allows to remain until future work allows for the removal of the equipment without impacting the roadway and/or other users.

Taxes and utilities: Any costs related to taxes and utilities applicable to the carrier should remain the telecommunication carrier’s responsibility.

Occupational health and safety: For greater certainty, many MAAs include specific provisions relating to the carrier’s obligations in the area, in accordance with a municipality’s practices and provincial legislation.

Return to Top

Chapter 4

Where the dollar hits the road: Calculating recoverable costs

From the moment a carrier cracks open a right-of-way, a municipality begins to incur costs: the road structure will degrade faster than it would have otherwise, someone will have to inspect the work to make sure that the municipality is not at risk of liability, other users of the right-of-way might be affected, the municipality might lose parking revenue, etc. And once a carrier installs infrastructure, managing conflicts with other underground infrastructure can involve substantial "workaround" costs. For example, if telephone cables have to be supported while municipal crews access a watermain underneath it, the cost of the project might increase substantially.

While up-to-date telecommunications services are essential to any community, there is no escaping the fact that the more carriers operate in your municipality, the more costs will arise. Keeping municipal taxpayers whole is an essential function for any ad hoc permitting process or comprehensive MAA—and no aspect of the municipal-carrier relationship has been more litigated than cost recovery.

To protect your taxpayers, it is important to remember that the CRTC's central principle is **"cost-neutrality."** In other words, the presence of telecommunications infrastructure in public spaces should **not** transfer costs to local taxpayers. Therefore, the CRTC will allow municipalities to recover **all demonstrable "causal costs,"** that is to say costs attributable to a telecommunications company's project and presence as long as these costs are **prospective** (e.g. sunk costs relating to existing municipal infrastructure cannot be recovered) and **incremental** (e.g. fixed costs which form part of core municipal operations—such as running City Hall that cannot be logically attributed or apportioned to a carrier, cannot be recovered).

Recoverable causal costs include **all incremental costs**, including "workaround costs" that are generated by the **ongoing presence** of telecommunications infrastructure and any need to accommodate this presence each time municipal access is required. Carriers have argued that workaround costs should only apply to the initial construction of their infrastructure, a restrictive approach which has been clearly rejected by the CRTC.

Return to Top

The cost-recovery formula

Through key decisions such as *Ledcor, MTSA*, and *Hamilton*, the CRTC has given detailed direction on how to operationalize the cost-neutrality principle. The basic formula can be summarized as follows:

Directly billable fees, costs and lost revenues + Loading factor for causal costs + Loading factor for lost productivity + CPI and periodic increases = Total amount recoverable from carrier

Directly billable fees, costs and lost revenues

Fees are the amounts charged for municipal processes such as permit applications, plan review, site/field inspections, etc. associated with a request by a carrier to undertake work.

Costs can arise in a number of ways:

- when a carrier decides to undertake construction work, triggering a permit process (permit application, plan review, inspection, remediation, etc),
- damage to the integrity of a roadway structure, shortening its lifespan,
- when the presence of telecommunications infrastructure adds complexity to a municipal project,
- when telecommunications infrastructure needs to be relocated as part of a municipal project, etc.

Similarly, construction by a carrier can cause **revenue losses** such as diminished parking meter income or a reduction in parking tickets issued in the affected area.

If these cost elements and lost revenues can be isolated, accurately calculated, and attributed to a telecommunications project, the municipality can **invoice these items directly to the carrier**. The CRTC indicated that such invoices should generally include the following information:

- a description of the costs being recovered;
- the location of the alignment of the infrastructure;
- a description of the City work, including the affected sewage lines, conduits, ducts, pipes, or any other utilities located in the trench;
- an explanation of the nature of the interference caused by the carrier;
- an itemized breakdown of the City's additional costs
- the methodology and data sources used by the City to determine the various *elements*; and
- the methodology and data sources used by the City to determine the *amount* of these costs.

The specific costs and lost revenues items explicitly recognized by the CRTC are explored in greater details in the following pages of this chapter.

Loading factors

Even though additional costs (and lost revenues) related to the construction or the presence of telecommunications assets can be recovered through direct invoicing when these can be adequately itemized and calculated, there are several cost elements which are more difficult to quantify. The **loading factors** were created for this very purpose. They allow a municipality to recover a number of **smaller cost elements** through the **application of a percentage** increase to individual fees. In past

Return to Top

decisions, the CRTC has referred to **two distinct loading factors**.

- **Loading factor for miscellaneous causal costs:** There are any number of indirect and variable common costs which can appropriately be characterized as "causal" but which are difficult to quantify. These can be recovered globally through this first loading factor.

  Examples of such costs include everything from the time spent by the Branch Manager on telecommunications issues to the additional workload created for clerical staff, IT personnel, etc. Essentially, all types of additional or incremental costs incurred by the municipality to manage telecommunications projects can be recovered. (Please see Annex 2**: Calculating loading factors** for the elements Vancouver included as part of its loading factor in the MTSA case.) For the sake of administrative expediency, all these costs—which are not recovered otherwise through direct billing—are rolled into a single, comprehensive loading factor or **surcharge**. This **percentage multiplier** is applied to the items that are billed directly such as permit fees to determine the **total amount** payable by a carrier.

  To be clear, the CRTC has stated that the loading factor should be applied to **all cost-related charges**. This means that every cost-recovery item that is billed directly to a carrier can and should be augmented by the set percentage when invoiced. For example, the loading factor was set at 20 per cent in the MTSA case. This reflects the City's cost structure at the time and was consistent with its approach with other utilities. Therefore, a permit approval fee for a 15-metre project set at $650 would be subject to the loading factor, and the total amount actually charged to the carrier would come to $780 ($650 x 1.2). Another illustration would be the case where municipal crews have to be dispatched to reinstate something damaged by a carrier during its project. The cost can legitimately be billed directly to the carrier, and the total cost invoiced would include the direct cost of the crew plus the 20 per cent loading factor.

  It is important to note that this loading factor **cannot** be added to the recovery of lost revenue since these items do not have an inherent "cost" component.

- **Loading factor for lost productivity:** Where the loss of revenue streams and some increased costs cannot be accurately attributed to a project and calculated, a municipality can still recover these funds through a **second** loading factor to be **added to the permit approval fees**. In Ledcor, the loading factor for lost productivity was set at 15 per cent to be applied to the permit fees only and covered lost parking meter revenue, transit operating delays and lost productivity for other City operations. In the MTSA case, Vancouver gave up this 15 per cent loading factor for lost productivity because it was able to convince the CRTC to use a specific formula for lost parking meter revenues instead.

It has become common practice, in fact, not to expressly indicate the loading factor in the MAA as additional cost items, but to set out the various fees inclusive of the additional loading. In other words, the various fees set out in the MAA cover the actual, direct cost to the municipality plus the loading factor for smaller cost items.

Inflation and other cost increases

In negotiating a long-term, multi-year Municipal Access Agreement, it is recommended that year-over-year increases to the various fees—such as permitting fees, inspection fees, etc.—be incorporated through reference to the local inflation or "consumer price index" increases. Local CPI is publicly available from Statistics Canada. For items such as pavement degradation costs and other construction-related costs, using the *Non-Residential Building Construction Price Index* will typically offer better long-term financial protection to the municipality as these costs often increase ag a greater rate than the general CPI.

The CRTC has also indicated that even if an agreement is for a very long period (e.g., 15 years), it is appropriate to include periodic reviews of all fees during the life of the agreement (e.g., every five years) in order to appropriately apply any specific cost increases—above the CPI—that may occur (e.g. higher salaries, etc.). If parties cannot agree on new fee structures, they can, of course, apply to the CRTC for a ruling.

Recognized cost categories

The cost categories listed below are taken from past CRTC decisions and are generally found in most MAAs. These categories will allow you to populate the **cost-recovery formula** and make it reflect the reality in your municipality. The categories are meant to assist municipalities but they might not all be applicable in each set of circumstances. By the same token, other costs, which are not listed, could legitimately be recovered, depending on the context and the evidence available to support the municipality's claim. The numbers provided in the illustrations are only examples. Real data from your municipality should be the factual standard used in setting the amounts to properly keep you whole. Real data will have to be provided to the CRTC should a disagreement on the fees arise.

Plan review and inspection costs

Generally speaking, these fees are meant to allow municipalities to recover the costs directly attributable to plan approval and site or field inspections, which can be complex and time-consuming. Included in these fees are elements such as:

- determining the optimal alignment and routing,
- avoiding conflicts with other utilities,
- safeguarding for future requirements,
- oversight of construction and restoration work by municipal officials,
- ensuring compliance with trench restoration standards,
- ensuring compliance with timelines and traffic plans to minimize disruption to the public, and
- ensuring compatibility and coordination with the municipality's long-term construction workplans.

Base approval fees: It is commonplace to begin with a base fee calculation which distinguishes between smaller, relatively simple projects, and larger, more complex undertakings. For example, a base fee can be determined for projects of 20 metres or less and another, higher for projects in excess of 20 metres. In *Ledcor*, the base fees were $230 and $760 respectively. In *MTSA*, the base fees were set at $500 and $1500 for each type of application.

Per-metre approval fees: Per-metre fees are then added to the base approval fees and are meant to reflect the cost differential associated with the varying complexity of each project. In *Ledcor*, the per-metre fee was set at $6 while it was $10 in the *MTSA* case. Therefore, under the most-recent decision, approval for a project of 15 metres in length would trigger a fee of $650 ($500 + (15m x $10)). The approval fee for a project of 65 metres in length would be $2,150 ($1,500 + ($65m x $10)).

Inspection fee: The City is entitled to recover the cost of overseeing the actual construction work and ensuring compliance with the approved plans as well as the municipality's reinstatement standards. In the MTSA case, the fee was set at $65 per day, per city block.

Return to Top

Pavement degradation costs

A road structure is an engineered structure that works by flexing and transmitting traffic loads to a wide area of the pavement's substructure. Once this structure is cut, its ability to flex and distribute loads is compromized. Water will inevitably seep into the cut, even if properly repaired, leading to cracks, potholes, and the need to replace the roadway structure earlier than would have otherwise been the case. The effect of carrier road cuts on the lifespan of pavement is recognized by the CRTC and is recoverable.

Pavement restoration costs: Where the carrier does not perform the work to the reasonable satisfaction of the municipality, it can recover the cost of pavement restoration. It is appropriate to rely on a standard rate schedule for pavement restoration (a "per square metre" charge, for example) provided that the schedule reflects the causal costs of restoration and is applied on a routine and non-discriminatory basis to all parties performing construction in the street. In other words, a distinct schedule for carriers would likely be rejected by the CRTC and might well be unconstitutional.

Increased repair costs: The initial repair to a road cut, even if done to the municipality's standard, falls short of compensating for the long-term costs associated with the loss of integrity of the pavement surface. Municipal maintenance crews will be called upon to effect repairs on an ongoing basis (crack sealing, slot grinding, pothole and skin patching, etc.). These costs can be recovered but the CRTC has indicated that recovery must be in the form of an upfront fee—as opposed to later invoicing. In the MTSA case, the CRTC combined the repairs to the costs associated with the shortened lifespan of the pavement. (See "Pavement Degradation Costs" below.)

Pavement degradation costs: In the MTSA case, the CRTC agreed that the imposition of a one-time Pavement Degradation Fee was appropriate to compensate for both the increased maintenance costs and the shortened lifespan of the road surface. Although Vancouver had prepared a very detailed study to support its proposed fee structure, the CRTC relied mainly on a fee structure imposed in another setting. The fee structure in the MTSA case takes into account the age of the pavement in question and **includes** a 20 per cent loading factor:

Pavement age	Pavement degradation fee (cost per square metre)
0 to 5 years	$50.00
6 to 10 years	$40.00
11 to 15 years	$30.00
16 to 25 years	$20.00
over 25 years	$10.00

Note that this is only an illustration. Each municipality should feel free to base these recoverable fees on its own studies or methodology. In some cases, partnering with neighbouring municipalities might be helpful in order to share any costs associated with the development of these fees.

Lost productivity compensation

The construction and presence of telecommunications assets can have a significant impact on the **orderly operation of many municipal services**. Lost Productivity Compensation is meant to allow municipalities to mitigate these effects. It is important to note that, under the lost productivity heading, some elements are true "costs" to the municipality while others are more accurately characterized as lost revenues. We remind you that this distinction is important as the CRTC treats these two categories differently with respect to the application of loading factors.

Traffic signage costs: Costs to clear parking in construction zones (to hood parking meters and post related signage) are causal costs which can be recovered .

Transit delays: While the CRTC agrees that there are costs implications on public transit service when construction work is undertaken, determining the amount accurately can be difficult and disproportionately time consuming. Therefore, these causal costs are more frequently included in a "lost productivity loading factor".

Site-specific costs: Depending on the location of the work, or particular conditions in a given municipality, additional causal costs can occur. For example, in the Ledcor case, Vancouver claimed compensation for the drainage of the telecommunications company's underground vaults. Vancouver had to pay the regional government a volumetric charge for draining rain water. Since water accumulation in Ledcor's vaults was drained directly into the City's sewer network, Vancouver was allowed to calculate this volume and pass the cost on to Ledcor.

Workaround costs: Recognizing that telecommunications companies seek to minimize the expense of excavation and construction work when constructing their underground duct facilities, these ducts—typically consisting of PVC or other less rigid materials—are often located just above municipal water and sewer infrastructure. "Working around" existing telecommunications assets—in order to prevent damage—when undertaking a large excavation project can become a significant challenge, adding time and costs to the provision of basic public services due to the need to support the telecom's infrastructure. It is now well established that workaround costs are to be 100% borne by the carrier. As indicated in the ***cost-recovery formula*** section of this chapter, these costs can be recovered through specific invoicing with the application of the appropriate loading factor.

Lost revenues: The CRTC recognizes that telecommunications projects can have an impact on some municipal revenue streams. In the Ledcor decision, it stated the principle that recovery of lost revenues must be limited to the net revenues lost, not the gross income. In the MTSA case, two specific examples are examined:

- **Lost parking meter revenue:** The CRTC acknowledged that removing parking meters from operation to accommodate a construction project would create causal costs to a municipality in the form of lost revenue. In the Ledcor case, Vancouver had presented gross revenue data and this approach was rejected by the CRTC. In the MTSA case, Vancouver came prepared with an "occupancy rate" which combined both parking meter and parking ticket revenues.
- **Lost parking ticket revenue:** While the CRTC did not reject the notion of recovering this loss in past decisions, it was not easily convinced that the City had presented a proper accounting of the loss. In the CRTC's mind, a reduction of parking meters in one location could, in fact, translate into an increase in parking fines in the vicinity. For this reason, it did not allow Vancouver, for example, to recover under this heading.

Relocation and rehabilitation costs

Prospective relocation costs: Relocation costs for city-initiated requirements to relocate should include all physical costs (labour, materials and equipment) as well as depreciation, betterment and salvage costs.

The CRTC has indicated that the following factors should be taken into account when allocating relocation costs:

- who has requested the relocation (municipality, carrier or third party);
- the reasons for the relocation (safety, aesthetics, service improvements, etc.); and
- how much time has passed since the original construction of the carrier's assets.

Return to Top

Over time, the CRTC has clarified that a sliding scale to apportion the costs between the parties is the preferred method to be used. The duration of the sliding scale has varied from case to case. In MTSA, the CRTC felt that carriers should finishing recovering its investment within a 10-year timeframe and the sliding scale was designed accordingly:

Year	Percentage of cost borne by the city
1	100
2	100
3	100
4	90
5	80
6	65
7	50
8	35
9	20
10	10
11	0

However, in the most recent Hamilton/Bell case, a 16-year timeline was established to reach the 0 mark for the municipality. It is too early to tell, at this point in time, whether this is the CRTC's preferred timeframe.

It is important to note that this scale only applies to relocations due to the need to repair, replace or upgrade municipal infrastructure and other, *bona fide*, municipal projects. The cost of relocations requested by the city purely for beautification or aesthetic purposes are typically placed on the city. However, defining what constitutes a purely aesthetic project remains a challenge as practically all projects include an aesthetic element.

Retrospective relocation costs: Typically, MAAs will only deal with telecommunications assets installed **after** the date of the first agreement. However, parties should also include provisions, in their agreement, to cover existing assets. A scale similar to the one set out for Prospective Relocation Costs could be used.[7]

Rehabilitation costs: During the course of a public works project, telecommunications assets can sometimes be damaged because of the age of the asset itself or its poor quality. When a municipality reconstructs a road, it may be faced with significant costs and time delays while carriers rebuild or upgrade their assets to modern standards, even though this work is not truly required in order for the project to proceed. The cost of these delays should be recovered from the carriers.

Abandoned rquipment costs: In applying its central cost-neutrality principle, the CRTC has endorsed the notion that costs associated with the presence and removal of abandoned equipment should be 100% borne by the carrier. This should be specified in the MAA, particularly with respect to providing for successor obligations when one carrier takes over the assets of another.

Rejected cost categories

In the various cases to date, some cost recovery items have been refused by the CRTC. They include the following.

Occupancy costs: So far, the CRTC has rejected every calculation method proposed, without going as far as rejecting the principle of recovering costs for the value of the land occupied by carriers. Although this issue might

7 Please note that, in Ontario, municipalities should consider the impact of the *Public Service Works on Highways Act* with respect to the relocation of plant installed prior to the date of the agreement for any bona fide municipal purpose.

still arguably be considered as "outstanding", especially when one considers that carriers that own ducts located within rights-of-ways charge rent to other carriers who request to use their ducts, it is likely a lost cause.

Negotiation costs: The CRTC has refused to compensate municipalities for the time spent on negotiating MAAs with carriers. Despite the fact that, in some cases, these negotiations do require significant resources, the CRTC is of the view that allowing municipalities to recover these costs would reduce their incentive to come to an agreement in a timely fashion. However, as explained at the beginning of this chapter, once the agreement is in place, the on-going management of an active MAA is something which will typically be reflected in the loading factor.

Public delays: Although delays caused to public transit can be recovered, inconveniences to the traveling public cannot as these are not costs to the municipality itself.

Fixed costs: None of the municipality's general overhead costs can be charged to a telecommunications project. Only incremental costs can be included.

Sunk costs: Costs already incurred by a municipality cannot be charged to a telecommunications project. An example of this was the refusal by the CRTC to allow Edmonton to recover part of the value of the LRT tunnels through fees to the telecommunications company. The CRTC was of the view that a) the tunnels were already built, therefore these costs were not recoverable and b) the municipality would have built the tunnels anyway. None of this work was therefore attributable to the telecom's presence.

Return to Top

Chapter 5

Responding to common implementation issues

Reaching an agreement with the carriers is only part of your work. Experience has shown that there can be significant differences between what the carriers commit to and what actually takes place on the ground. This section provides you with some of the most common implementation issues you might encounter, as well as suggestions on ways to deal with these matters if they arise.

Common implementation issues

Site condition and temporary repairs or measures

Carriers—or more typically their sub-contractors—do not always leave an active site in optimal condition and, at times, the temporary measures put in place are problematic for a number of reasons, such as:

- trip hazards in or around the work area,
- improperly secured open excavations,
- undue impacts on access to area, pedestrian or vehicular traffic, and
- lack of final or permanent remediation long after a permit is issued.

Response times to municipal requests to address these issues can be quite long, creating ongoing frustration for the public.

Temporary drop lines

In order to respond quickly to a customer, carriers will, at times, install temporary overhead wires (through trees, attached to municipal light posts, etc.) prior to applying for a permit. Temporary lines will also be used during construction in order to maintain service while underground work takes place.

These lines are often attached to municipal light standards, traffic lights, trees and even private property without authorization. In addition, the lines are often at heights that can create hazards for some vehicles. Members of the public tend to react strongly to these installations and getting a carrier to respond to their complaints in a timely fashion can be challenging.

Poor quality of restoration or remedial work

Making sure that, once the carrier contractor leaves, the site is properly remediated can also be an issue. This will include things such as settlement, poor quality of the paving work and inadequate or neglected landscaping. As work generally occurs during the warmer months, soil is prone to further settling as time goes on. In addition, new landscaping is particularly vulnerable to the heat and dry conditions. However, carrier contractors will often abandon the new landscaping to its fate once they are done. Watering and replacement—if watering was not done—can often fall onto the municipality as public complaints will be inevitable.

Return to Top

Multiplication of pedestals and cabinets

Carriers will rarely share their installations with other carriers. In addition, a single carrier will often choose to install two cabinets at the same location for different services (i.e. copper line with fibre optic line pedestals). Municipalities do not have the ability to force the carriers to co-locate their pedestals, nor for requiring carrier facilities of one company to be combined, although the technology exists to do so. Managing the growth of these "pedestal farms" can be challenging and they are often viewed by the public as eyesores and nuisances.

Lack of response to maintenance requests

Pedestals and cabinets are often poorly maintained and are particularly vulnerable to vandalism. Some pedestals remain total wide open, rusted, and unrepaired for months, even when the company has been notified. Identifying which cabinet belongs to which carrier can be challenging as these installations are not always tagged or labeled. Carriers know what belongs to them but a municipal inspector might not be able to make that determination. This slows down the communication process and the time needed to address maintenance concerns.

Relocation delays

Getting carriers to relocate their equipment in a timely manner can be challenging. When a project includes the transfer of overhead wires from an existing set of poles to a new one for example, it is not rare to encounter long delays—even up to three years in some cases. The impacts on municipal projects can be significant.

Adjustment to manholes

Changes in the depth of manholes and underground vaults is a recurring issue in many places. As ground settles or as a municipality resurfaces the roadway or modifies the paving in other ways, the vertical location of manholes in relation to the roadway surface can become problematic. Getting timely responses to requests to address such issues can be difficult as these matters are not seen as priorities by carriers.

Improperly located installations

Whether above or below grade, telecommunications equipment might not be installed where it is supposed to be according to the permit or to as-built drawings submitted by the carrier or contractor. This can lead to conflicts with other utilities below grade and with municipal operations (such as snow plowing) above grade.

Solutions to address implementation issues

The suggestions below can help address a number of the issues listed above. Your own experience, and the relationship you will build with local representatives of the carriers, will help you assess how best to tackle the issues that emerge within your jurisdiction.

Building safeguards into your MAA and using them

Giving yourself the legal tools you need to keep the carriers to their word is the essential first step. Try to foresee potential issues in your own municipality and build safeguards for your municipality into the agreement. Use the ideas in this Handbook, consult with Technical Committee members and read through existing MAAs. Do not be shy about applying your MAA and technical requirements strictly.

As your experience develops, you might consider developing specific guidelines for things such as pedestal location, drop-line heights, etc. These guidelines can be developed with the industry and added to your MAA.

Utility coordination processes

Whether on an *ad hoc* basis or through a more permanent committee structure, meetings with local carrier representatives are a helpful

Return to Top

way to build relationships, reinforce public and municipal expectations as well as develop effective communication and response mechanisms. This is particularly helpful in building accountability into large-scale projects that require equipment relocation. It can also help in reducing clutter in the rights-of-way by combining installations.

Quantifying and recovering causal costs

Putting in place a simple mechanism to allow you to allocate costs to various projects or open permits is a helpful tool to keep your municipal taxpayers whole and to provide an incentive to carriers to respect the terms of the MAA. Municipalities should not be shy in quantifying and assigning costs in order to recover them from the industry, particularly when equipment relocation derails timelines for large projects.

Active inspection and enforcement

It might appear trite to say this but increasing the frequency of inspections at active permit sites is an effective way of identifying and addressing issues quickly and before they become a nuisance or a hazard to the public. Remember that these inspections are valid incremental causal costs that should be assigned to each permit and billed to the carriers.

Requiring installation identification

Making sure that all equipment is tagged or labelled so the proper carrier can be contacted quickly is a simple way to save time and money.

Keeping records

You will likely have to actively supervise any permits issued to carriers. The industry's heavy reliance on sub-contractors means that the quality of the work and of the management of the project site can vary considerably from one location to the next. Keeping accurate and complete records of communications and measures taken to respond to public complaints and to ensure compliance with the conditions of the permit will allow you to build a case for relief should you have to go to the CRTC. Reliable data will also allow you to exercize your rights under your MAA—assuming you included penalty provisions for non-compliance by the carrier.

Return to Top

Annexes

ANNEX 1

Glossary of key technical terms

The Handbook uses broadly-accepted terminology that has developed over the years of negotiation and litigation between municipalities and carriers. This section of the Handbook provides the meaning of key words and expressions for readers who are not familiar with them.

Causal costs: This term, established by the CRTC, serves as the foundation for cost-recovery by municipalities. In order to avoid placing a burden on local taxpayers, the CRTC has repeatedly stated that municipalities can legitimately recover all incremental costs that result from—or are "caused" by—the construction and ongoing presence of telecommunications infrastructure on municipal lands.

CPI increases: In multi-year Municipal Access Agreements (see definition below), it is recommended that year-over-year increases in the various fees—such as permitting fees, inspection fees, etc.—be incorporated through reference to the local inflation or "consumer price index" increases. Local CPI is publicly available from Statistics Canada. For items such as pavement degradation costs and other construction-related costs, using the *Non-Residential Construction Price Index* will typically offer better long-term financial protection to the municipality as these costs often increase at a greater rate than the general CPI.

CRTC (Canadian Radio-television and Telecommunications Commission): This federal body has a broad mandate under the *Telecommunications Act* to regulate all aspects of telecommunications. For our purposes, the CRTC plays a key role in adjudicating disputes between municipalities and carriers on the specific terms under which the carriers can access municipal property.

Ledcor principles: This expression refers to the central cost-recovery approach—including the fundamental *cost-neutrality principle* and various cost-recoverable items—set out by the CRTC in the *Ledcor* decision. In a nutshell, any incremental cost generated by the presence of a carrier in a municipal right-of-way can be recovered. Cost-recovery is fully canvassed in Chapter 4 and the CRTC decision itself is discussed in detail in Annex 3: Detailed summaries of key legal cases.

Return to Top

Model MAA: Under the auspices of the CRTC, FCM and industry representatives spent over a year establishing the framework for a *Model Municipal Access Agreement*. This Model MAA, approved by the CRTC, *is only intended as a non-binding resource document*—something which has been explicitly reiterated by the CRTC. Along with other samples available by contacting FCM (see Annex 5 for more information), the Model MAA can give you ideas on how to structure your own MAA but the CRTC document should not be considered as a starting point or a default position in negotiations with carriers, despite their possible representations to the contrary. You will also notice that the Model MAA contains a number of unresolved issues where the municipal sector and the industry was unable to agree. These are likely the key issues where your own MAA will require attention and where the suggestions in this Handbook will be of assistance.

Municipal access agreement: In order to enter upon and use municipal land (rights-of-way or any other property) for their purposes, carriers must obtain municipal "consent" under the *Telecommunications Act*. Entering into a Municipal Access Agreement with individual carriers is the most common way to grant "consent". Colloquially referred to as a MAA, these agreements between carriers and a municipality set out the conditions under which the carrier can obtain access to municipal rights-of-way. In other words, a MAA reflects the terms under which a municipality gives "consent". They do not typically provide blanket access to other municipal lands. This Handbook provides detailed advice on creating a MAA.

Return to Top

ANNEX 2

Calculating Loading Factors: Technical Response from the CRTC

City of Vancouver

Our file: 05-0377

February 7, 2008

BY EPASS

Canadian Radio-television and
Telecommunications Commission
Les Terrasses de la Chaudiere
Central Building
1 Promenade du Portage
Gatineau, Quebec J8X 4B1

**Re: MTS Allstream Inc. v City of Vancouver (File 8690-M59-200707721)
Further Response to Interrogatories**

Pursuant to the letter from Commission staff dated January 29, 2008, the City of Vancouver (the "City") provides the following further response to the interrogatories of MTS Allstream Inc. ("MTSA") directed to the City.

MTS Allstream (City of Vancouver) 13Nov07- 23(b), (e)

QUESTION

IN DECISION CRTC 2001-23, THE COMMISSION DENIED THE CITY'S PROPOSAL TO INCLUDE A MARK-UP FOR THE RECOVERY OF FIXED COMMON COSTS, STATING, AMONG OTHER THINGS, THAT "(T)HE COMMISSION CONSIDERS IT APPROPRIATE THAT VANCOUVER RECOVER THE CAUSAL COSTS IT INCURS WHEN CARRIERS CONSTRUCT, MAINTAIN AND OPERATE TRANSMISSION LINES IN MUNICIPAL RIGHTS-OF-WAY."

AT PARAGRAPHS 139 TO 141 OF ITS ANSWER, THE CITY INDICATED THAT IT PROPOSED TO USE A 20% LOADING TO RECOVER INDIRECT AND VARIABLE COMMON COSTS. AT PARAGRAPH 56 OF ATTACHMENT 15 TO THE CITY'S ANSWER, THE CITY PROPOSES THAT THE 20% LOADING WILL APPLY TO "ALL DIRECT COSTS INCURRED BY THE CITY INCLUDING, BUT NOT LIMITED TO PLAN REVIEW FEES, INSPECTION FEES, PAVEMENT DEGRADATION FEES AND COSTS RELATING TO PERMANENT RESTORATION IF THE CITY DOES THIS WORK." IT WAS ALSO INDICATED THAT "(I)F THE CITY DOES ANY OTHER WORK. . . USING ITS OWN FORCES, THE CALCULATION OF THE CITY'S COSTS SHALL INCLUDE A 20% LOADING FACTOR."

Return to Top

b) IDENTIFY ALL SPECIFIC COST ELEMENTS INCLUDED IN THE CALCULATION OF THE 20% MARK-UP.

e) PROVIDE THE RATIONALE FOR CITY'S VIEW THAT EACH OF THE COST ELEMENTS INCLUDED IN THE 20% LOADING IS CAUSAL TO THE CONSTRUCTION, MAINTENANCE AND OPERATION OF TRANSMISSION LINES IN MUNICIPAL RIGHTS-OF-WAY.

ANSWER

b) and e)

In Decision CRTC 2001-23 *Ledcor/Vancouver – Construction, operation and maintenance of transmission lines in Vancouver*, the City sought to recover indirect costs, variable common costs and fixed common costs by applying a 62% loading factor to its direct costs. The CRTC rejected the City's claim for fixed common costs but decided (at paragraph 63) that the City could apply a 29.6% loading on direct costs to recover indirect and variable common costs.

Question (b) asks for the identification of all specific cost elements included in the calculation of the 20% mark-up or loading the City seeks in this proceeding. In its submission to the CRTC dated 28 September 2007 in Carrier Public Notice CRTC 2007 – 4 *Review of certain Phase II costing issues*, MTSA said the following under the heading "Variable Common Cost (VCC) Definition" (in the context of costs causal to telecommunications service and demand for service):

> "It is clear from the above that VCC are intended to include only costs that are causal either to demand or to the service but for which i) the precise causal link or drive between the specific VCC element and an individual service may not be immediately obvious and has not been established ii) the establishment of the specific causal link and the development of related data sources and explicit costing methods are likely to be complex or time-consuming, and iii) the effort required to establish explicit costing methods is not warranted given the typically modest magnitude of any given VCC inclusion." [emphasis added]

The 20% loading proposed by the City in this proceeding includes variable common costs ("VCC"). Given the nature of VCC as articulated by MTSA above, the list of cost components set out below is not exhaustive and does not include all cost components that might properly be considered to be VCC. However, although the list is not exhaustive, each cost component on it is causal in relation to the construction, maintenance and operation of telecommunications transmission lines or other facilities in City streets or rights-of-way. The cost components on the list below are not included in any fees or charges proposed by the City.[8]

- Technical support, administrative support, office space, furniture, computers, etc. for Utilities Branch Permit Group staff who deal directly with applications made by telecommunications carriers for the construction, maintenance and operation of their facilities.

8 This is the case whether or not this is expressly stated below in relation to the specific items listed.

Return to Top

Note that these staff members do not do work on City utilities. Also note that the fees and charges proposed by the City (such as plan review and inspection fees) do not include these cost components.

- Work done by the Branch Manager of the Utilities Branch Permit Group dealing directly with issues arising from specific construction or maintenance work done by, and requests made by, telecommunications carriers (e.g., reviewing and responding to requests for relaxations of the City's Utility Design and Construction standards; responding to requests for changes to location, size and appearance of above-ground cabinets or underground vaults; etc.).

  Note that the fees and charges proposed by the City (such as the plan review fee) do not include this cost component.

- Technical maintenance and management of the City's GIS system relating directly to design, construction and maintenance activities of telecommunications carriers, i.e., managing the specific layers of the GIS system that display third party utility information.

  Note that the fees and charges proposed by the City do not include this cost component.

- Technical support (e.g., materials lab, consultants, etc.) to review and respond to requests from telecommunications carriers that relate to new technology or construction techniques. For instance, carriers may ask for changes in relation to the City's standard construction requirements such as backfilling, use of unshrinkable fill, expedited surface repair, shoring, trench depth, etc. or raise issues with respect to new technology such as surface inlay.

- Work done by the Traffic Management Branch directly dealing with construction and maintenance activities of telecommunications carriers. For instance, staff must review and comment on traffic management plans prepared by carriers and deal with issues such as determining appropriate hours of construction.

  Note that cost components relating to the Traffic Management Branch are not included in any of the fees or charges proposed by the City (such as plan review fees).

  Work done by the Traffic Management Branch directly dealing with construction and maintenance activities of telecommunications carriers to liaise with the Transit Authority regarding impacts on bus routes, disruption of trolley service, relocation of bus stops, disruption to access for persons with disabilities, etc.

  As noted above, cost components relating to the Traffic Management Branch are not included in any of the fees or charges proposed by the City (such as plan review fees).

  Work done to receive, investigate and respond to questions and concerns from the public and other outside utilities concerning construction and maintenance work done by

Return to Top

telecommunications carriers during the course of the work. For example, staff must receive and respond to calls and complaints relating to disruption of traffic and pedestrian flow, the behaviour of construction personnel, claims with respect to third party damage to telecommunications facilities or damage caused by carriers, noise complaints, etc.

Note that this cost component does not include work done by the Utilities Branch Permit Group staff.

Technical investigation of problems arising as a direct result of construction and maintenance work done by telecommunications carriers after completion of the work. For example, this includes problems such as settlement of telecommunications trenches, potholes, etc. arising directly from the work done by carriers in City streets and rights-of-way.

Note that this cost component is not included in any fees or charges proposed by the City (such as the fee relating to pavement degradation). It is also not included in inspection fees which are limited to the period of time when carrier construction or maintenance work is ongoing.

Speciality expertise (e.g., from planners, urban designers, noise technicians, etc.) required to evaluate specific construction work or facilities proposed by telecommunications carriers (e.g., issues relating to size, nature or location of above ground facilities; noise generated by cooling fans in cabinets; servicing new developments; aesthetic issues relating to bridge attachments or other above-ground facilities, etc.).

Costs incurred to do “emergency” repairs (e.g., pothole filling or repairing other localized settlement) caused by faulty materials or workmanship in the course of construction or maintenance work done by telecommunications carriers.

Note that these costs are not factored into the fee proposed by the City for pavement degradation which assumes that all repairs are properly done using proper materials. Therefore, costs relating to “emergency” repairs caused by problems such as inadequate compaction of backfill, asphalt not meeting specifications, etc. are not factored into the pavement degradation fee.

Time spent working with telecommunications carriers with respect to issues and complaints in relation to their facilities (e.g., graffiti removal from cabinets, etc.).

Note that this cost component is not included in any of the fees or charges proposed by the City.

- Work to positively locate telecommunications lines and other facilities in the field when the City does work in its streets and rights-of-way.

  Note that this is not covered by the City’s proposal to bill carriers for lost productivity. The City must positively locate facilities whenever the City does work near

Return to Top

telecommunications facilities. Lost productivity costs would only be claimed in unusual circumstances when those costs are sufficiently large to justify the time and expense to calculate the costs and bill the carrier.

- Observation and monitoring of temporary pavement repair (after completion of the temporary repair but before the City does the permanent pavement repair).

  Temporary pavement repairs are done by carriers. Carriers are responsible for maintenance of temporary repairs within 30 days of construction, but the City must monitor the repair and request additional maintenance, if required. This is not included in the City's proposed inspection fees, which only cover the time when the temporary repair work is ongoing (assuming the City does the permanent pavement repair).

- Technical observation and monitoring of permanent pavement repairs undertaken by carriers (especially during the warranty period) to ensure adequate performance of the work done by the carrier.

  Note, again, that this is not included in the City's proposed inspection fee.

- Ongoing technical observation and monitoring of pavement cut repairs to evaluate pavement degradation fees and to obtain the documentation necessary to propose changes to the fee, if appropriate?

  Work by Superintendents in the City's Engineering Department directly relating to construction and maintenance work done by telecommunications carriers in City streets and rights-of-way. For instance, this work would include scheduling City crews relating to carrier construction work, making arrangements for provision of equipment and materials, oversight such as documentation of work, etc.

  Note that this cost component is not included in any fees or charges proposed by the City (such as fees for pavement degradation). The fees proposed by the City only reflect work done by City employees up to the working foreman level.

- Clerical work with respect to work done by City forces directly relating to construction and maintenance work of telecommunications carriers in City streets and rights-of-way (exclusive of initial cut repairs). This would include work such as recording data associated with labour, materials and equipment; ordering and billing in relation to materials; etc.

  Note that this cost component is not included in any fees or charges proposed by the City (such as pavement degradation fees).

Yours truly,

CITY OF VANCOUVER

Return to Top

ANNEX 3

Detailed summaries of key legal cases

This Annex provides a detailed summary of the landmark cases that have helped shape the environment within which municipal-carrier relationships operate. This section of the Handbook is intended to empower you with greater knowledge should you face a difficult industry partner, as well as the exact references should you wish to read the actual CRTC or Court decisions; these are all available on their respective websites by clicking on the links embedded in this Annex. The cases summarized in this Annex are:

- **Ledcor v. Vancouver** (CRTC Telecom Decision 2001-23) (link to full CRTC decision) (link to Federal Court of Appeal decision)
- **MTS Allstream v. Edmonton – Edmonton's LRT Tunnels** (CRTC Telecom Decision 2005-36) (link to full CRTC decision) (link to Federal Court of Appeal decision)
- **Toronto v. MTS Allstream** and **Calgary v. MTS Allstream** (CRTC Carrier Decisions 2005-46 and 2005-47) (links to the full Decision 2005-46 and Decision 2005-47)
- **Maple Ridge v. Shaw Cablesystems Limited** (CRTC Telecom Decision 2007-100) (link to full CRTC decision)
- **Baie-Comeau v. TELUS Communications Company** (CRTC Telecom Decision 2008-91) (link to full CRTC decision)
- **Wheatland County v. Shaw Cablesystems Limited** (CRTC Telecom Decision 2008-45) (link to full CRTC decision) (link to Federal Court of Appeal decision)
- **MTS Allstream v. Vancouver** (CRTC Telecom Regulatory Policy 2009-150) (link to full CRTC decision)
- **Shaw Cablesystems Limited v. British Columbia (Ministry of Transportation and Infrastructure)** (CRTC Telecom Decision 2009-462) (link to full CRTC decision)
- **Hamilton v. Bell** (CRTC Telecom Decision 2016-51) (link to full CRTC decision)
- **Rogers Communications Inc. v. Châteauguay (City)** (2016 SCC 23) (link to full Supreme Court of Canada decision)
- **Canada Post Corporation v. Hamilton (City)** (2016 ONCA 767) (link to full Ontario Court of Appeal decision)

For each case, the **significance** portion describes briefly why the decision is relevant (if and how it can be used in your work), the **dispute** describes the events leading up to the litigation as well as the issues at stake, while the **decision** summarizes the lessons which be taken from the case. Where applicable, an additional portion has been added to deal with **appeals** to higher courts.

Return to Top

Ledcor v. Vancouver (CRTC Telecom Decision 2001-23)

(link to full CRTC decision) (link to Federal Court of Appeal decision)

FCM actively participated in this dispute as an intervener.

Significance

Establishment of cost-neutrality principle for municipalities and its key components. Rejection of occupancy fees (rent) for public space.

In this landmark decision, the CRTC set out, for the first time, a number of principles to govern terms of access to municipal ROWs by carriers. The "*Ledcor Principles*", as they are now commonly referred to, have been refined in later decisions (covered in this Annex) but remain to this day as the foundations upon which to build MAAs. Central to the CRTC's approach is the notion of cost-neutrality for municipalities—the notion that carriers should cover all incremental costs created by their operations. However, Vancouver's request for occupancy fees—or rent—for the space was denied.

Dispute

In 1997, Ledcor Industries Limited (Ledcor) began construction of a fibre optic network in Vancouver. Negotiations on the terms of access to a railway corridor that crossed 18 intersections began in October of that year. By March 1999, the parties had not yet come to an agreement, although Ledcor had continued to build its network without municipal approval. Ledcor filed an application with the CRTC to obtain access.

Although, technically, this case was only about the conditions of access to the 18 intersections in question, the CRTC indicated that "*it expected that the principles developed in the proceeding may inform the CRTC's consideration of any disputes that may arise elsewhere*".[9] As a result, the CRTC invited all interested parties to comment on the following issues:

- the CRTC's jurisdiction in light of sections 42 to 44 of the Telecommunications Act;
- the appropriate conditions of access in this case, including monetary compensation to the municipality;
- the appropriate form of any monetary compensation (costing methodology); and
- whether the terms imposed by the CRTC in this case should also apply to other municipal access agreements in Vancouver not in dispute.[10]

FCM was among the long list of parties (including several municipalities and carriers) that made submissions to the CRTC in what was clearly going to be a precedent-setting case.

9 Ledcor Decision at par. 9
10 Ledcor Decision at par. 10

Decision

Jurisdiction – The CRTC ruled that since telecommunications networks are "federal undertakings," their regulation falls exclusively within the authority of the federal government and that any effects on municipal rights are only incidental and justified. The determination, where necessary, of the terms and conditions of use of municipal property was treated, by the CRTC, as part of the exclusive federal jurisdiction. Furthermore, the CRTC ruled that the *Telecommunications Act* gave it broad powers. Essentially, the CRTC felt it was free to impose any conditions it saw fit with respect to access to municipal property, as long as it had "due regard to the use and enjoyment" of the property by others, as stipulated in the Act.

Conditions of access – With respect to conditions of access and monetary compensation for Vancouver, the CRTC indicated that it was stopping short of recommending a standard MAA to serve as a starting point for discussions between municipalities and carriers. However, it explicitly anticipated that the principles established in this case would assist in future negotiations. The original set of "*Ledcor Principles*" set out how cost-neutrality is to be achieved. The lengthy guidance provided by the CRTC on these points is incorporated into the relevant portions of this Handbook.

Appeal

The CRTC's decision was appealed to the Federal Court of Appeal.[11] The appeal essentially challenged the CRTC's jurisdiction to adjudicate the dispute between Ledcor and Vancouver, in particular with respect to establishing generally applicable principles, and the specific conditions of access as set out by the CRTC.

In a relatively short ruling, the Federal Court of Appeal agreed with the CRTC's reasoning and conclusions with respect to its authority to hear such cases and set conditions of access. On the issue of the future impact of the decision, the Court felt that this was only a ruling in a specific dispute binding only on the parties with respect to the particular locations involved. It underlined the fact that the CRTC was not proposing to adopt a model access agreement and refused to review or sanction the principles set forth in Ledcor. Despite this pronouncement by the Federal Court of Appeal, the "*Ledcor Principles*" are now widely referred to and applied by the CRTC.

With respect to the specific conditions, the Court found no errors in law and noted that, with respect to the denial of occupancy fees, the CRTC had only rejected the methodology proposed by Vancouver, not the principle itself. In practical terms, however, later attempts to recover occupancy fees have all been rejected.

Leave to Appeal to the Supreme Court of Canada was sought but not granted. Given the fact that the Federal Court of Appeal had so narrowly characterized the CRTC's decision, this is not surprising.

11 The exact citation is Federation of Canadian Municipalities v. AT & T Canada Corp. (C.A.) [2003] 3 F.C. 379

Return to Top

MTS Allstream v. Edmonton – Edmonton's LRT Tunnels

(CRTC Telecom Decision 2005-36) (link to full CRTC decision)
(link to Federal Court of Appeal decision)

FCM actively participated in this dispute as an intervener.

Significance

Definition of "other public places", clarification of cost-recovery principles (exclusion of sunk costs).

The *Telecommunications Act* gives the CRTC jurisdiction to set the terms of access to "highways and other public places". This decision was the first to interpret the phrase "other public places". The CRTC applied the "*Ledcor Principles*" to modify significant conditions of access upon renewal of an existing MAA, including by denying the ability to charge occupancy fees for the space.

This case also clarifies that cost-neutrality allows municipalities to recover prospective, incremental costs, not the sunk costs of existing infrastructure.

Dispute

In 1997, Edmonton and Allstream entered into an access agreement to allow Allstream to install cables inside the City's Light Rail Transit (LRT) tunnels. Under the terms of the agreement, Allstream paid fees to occupy the space and agreed that, on the expiry of the agreement in 2002, it would remove its facilities unless it exercised its option to extend the agreement, including the formula to calculate the ongoing fees payable to Edmonton.

After the publication of the Ledcor decision, Allstream insisted on using the Ledcor principles to negotiate a renewal agreement for the LRT tunnels. Edmonton rejected this approach and insisted on the continued application of the previous agreement. In June 2002, several months after the agreement had expired, Allstream advised Edmonton that it would not exercise its option to renew, stating that the occupancy fees in the agreement were contrary to the Ledcor principles.

In June 2003, Edmonton commenced legal proceedings in the Court of Queen's Bench to recover amounts owed to it as a result of the continued use by Allstream of the LRT tunnels. Two weeks later, Allstream applied to the CRTC to seek new conditions of access.

Decision

Although there were a number of technical legal issues at play, at the heart of the litigation was whether the LRT tunnels could be defined as "other public places" for the purposes of the Telecommunications Act, thereby giving the CRTC the jurisdiction to set out conditions of access. The CRTC established three criteria to help define the expression "public place":

Return to Top

1. public ownership of the land in question;
2. the nature of the public purpose;
3. the degree of access to the land allowed by members of the general public.

Applying these criteria to the LRT tunnel network, the CRTC ruled that the tunnels constituted a “public place” for which the CRTC could rightfully set conditions of access. Even though public access to the tunnels could only occur by the traveling public within a LRT train, this was sufficient to satisfy the test established by the CRTC.

When the time came to set the conditions of access, every argument raised by Edmonton to justify recovering occupancy fees was rejected by the CRTC. The CRTC was of the view that there was no market for this space, that public auctions were not a proper way to determine value, that the tunnels had already been built and paid for by taxpayers so there was no need to require Allstream to contribute to these costs. In keeping with the “Ledcor Principles”, Edmonton could only recover causal costs flowing from Allstream’s presence. In this case, with very few costs directly attributable to the presence of Allstream’s network very little could be recovered.

Appeal

Edmonton appealed to the Federal Court of Appeal.[12] The Court endorsed the criteria used by the CRTC to define a “public place”, confirmed the conclusion that the LRT tunnels were public places and found no error in law in the CRTC’s refusal to set occupancy fees as a condition of access. As the initial contract between Allstream and Edmonton had expired, Allstream was free to seek new terms by applying to the CRTC.

The Court did indicate that the CRTC had to consider each case on its own merits and could not, as a rule, refuse to grant occupancy costs. While the CRTC has never actually stated, in principle, that occupancy costs cannot be recovered, it has rejected every methodology put before it to calculate such costs.

Leave to Appeal to the Supreme Court of Canada was sought by Edmonton, with financial support from FCM. However, leave was denied and, as is generally the case, no reasons were provided.

12 Edmonton (City) v. 360Networks Canada Ltd. 2007 FCA 106

Return to Top

Toronto v. MTS Allstream and **Calgary v. MTS Allstream**
(CRTC Telecom Decisions 2005-46 and 2005-47)
(links to full Decision 2005-46 and Decision 2005-47)

FCM actively participated in this dispute as an intervener.

Significance

Two attempts by the carrier to renegotiate valid MAAs (rejected by CRTC) that underscore the importance of negotiating in good faith.

MTS Allstream attempted to reopen two existing MAAs in order to obtain better terms of access in light of the Ledcor decision, including removing the requirement to pay occupancy fees. The CRTC used the opportunity to indicate that it would examine the conditions under which a MAA was negotiated to ensure that it was not the result of duress or other forms of coercion. The MAAs were upheld in both these cases.

Subsequent decisions have supported municipalities that have taken firm but reasonable and factually defensible negotiating positions. Retroactive scrutiny and claims of duress are therefore not likely to be a significant risk if the record shows that negotiations are carried out in good faith and based on verifiable data.

Dispute

These two cases concerned an attempt by MTS Allstream to have the CRTC reopen and adjust two agreements entered into by Allstream (or its predecessor companies) prior to the decision in *Ledcor v. Vancouver*. Allstream argued that it should now, in the interests of “competitive equity”, be permitted to apply to the CRTC to adjust the terms of these agreements to make them consistent with the Ledcor principles, mainly by removing the requirement to pay licence fees to occupy municipal ROWs.

The CRTC ruled that the existence of a signed agreement was not conclusive proof that the parties had negotiated an agreement on terms satisfactory to the company. The CRTC decided that it would entertain requests to review the circumstances under which an agreement had been entered into in order to determine if it was indeed a legally enforceable agreement under the principles of contract law or was the result of economic duress, coercion, inequality of bargaining power, etc.

Decision

The CRTC concluded, on the evidence, that both MAAs were legally binding. Those decisions were upheld by the Federal Court of Appeal in a one-page decision and Allstream’s application for leave to appeal to the Supreme Court of Canada was dismissed.

Return to Top

Maple Ridge v. Shaw Cablesystems Limited
(CRTC Telecom Decision 2007-100) (link to full CRTC decision)

Significance

Further clarification of cost-neutrality methodology. First illustration of the CRTC's line-by-line approach to reviewing MAAs.

For the first time, the CRTC actually examined competing wording put forward by both parties for every provision of a proposed MAA and hand-picked clauses to create a MAA. This process has been repeated in other subsequent cases. Given this recurring approach, it has become crucial for municipalities to rely on accurate and comprehensive data to support the specific provisions they put forward.

This case also illustrates how, at this point in time, municipalities were still very much perceived as obstacles in the deployment of new telecommunications technology. It is safe to say that the CRTC's perspective on this point has evolved, to the benefit of the municipal sector, but genuine attempts to conclude negotiations in a timely fashion are to a municipality's advantage. This case is also a further example of the application of the cost-neutrality principle set out in Ledcor, mostly to the municipality's benefit.

Dispute

In 2005, Shaw attempted to install telecommunications infrastructure within the District of Maple Ridge (British Columbia). Maple Ridge denied permission until both parties could negotiate a comprehensive MAA. The parties agreed to negotiate based on the principles set out in the Ledcor decision and using the MAA developed by the City of Richmond as a starting point. Negotiations began in April 2005 but had not yet produced an agreement by early 2007. Shaw applied to the CRTC in March of that year to obtain conditions of access to ROWs within Maple Ridge.

Decision

In its ruling, the CRTC did not hide its impatience with Maple Ridge and with what the CRTC clearly considered an unreasonable delay in reaching an agreement with Shaw. The CRTC went as far as stating that it "*has consistently identified access to municipal rights-of-way as a barrier to entry and to local competition.*"

In its most detailed decision yet, the CRTC went through every disputed provision of the agreement and chose the specific wording to be used. The CRTC's preferences predictably aligned with the Ledcor principles but, despite its criticism of Maple Ridge, the provisions mainly ended up favouring the municipality. The cost-recovery elements of this decision are incorporated into the relevant sections of this Handbook.

Return to Top

Baie-Comeau v. TELUS Communications Company

(CRTC Telecom Decision 2008-91) (link to full CRTC decision)

FCM did not actively participate in this dispute but attended the hearing as an observer.

Significance

Case often used by carriers to argue for a more favourable relocation cost calculation. Case explicitly limited to the particular circumstances by the CRTC—not to be used as a model.

Who bears the cost of moving carrier equipment when the relocation is requested by the municipality for *bona fide* technical reasons is an important element of any MAA. For many years, the best practice had been to use a 5 to 10-year sliding scale which saw the municipal share gradually diminish to zero over the period.

This decision initially seemed to undermine the sliding scale approach by using a much less favourable and more complicated "useful life" amortization scheme. In fact, certain carriers systematically advocated for the "Baie-Comeau model" to obtain more advantageous terms in MAAs. Thankfully, in the recent *Hamilton v. Bell* decision (see below), this controversy has been put to rest and Baie-Comeau is clearly limited to its own particular set of facts and is not to be used as a guide for MAAs.

Of ongoing use for municipalities is the definition of "relocation costs" set out by the CRTC in this case.

Dispute

Baie-Comeau (Quebec) was undertaking the reconstruction of a major artery, including the replacement of old sewer and water mains which had begun to fail. TELUS had infrastructure (mainly ducts, lines and vaults) located directly above the municipal services. These had been installed when the City originally dug the trench in bedrock. Both parties had agreed on the technical aspects of the project but there was strong disagreement on the appropriate cost-sharing formula for the relocation. As is the case in many municipalities, there was no MAA in place in Baie-Comeau.

Baie-Comeau argued that TELUS' predecessor had knowingly decided to save money by installing its equipment in the same trench as the municipal services. It must therefore have known that the day would come when the City would require access. Under these circumstances, the City should not have to compensate TELUS for the forced relocation.

TELUS was of the view that since Baie-Comeau was causing the relocation, it should cover a portion of the costs. TELUS was willing to pay for the purchase of new assets, but argued that the City should cover labour and construction equipment costs to remove the existing assets and install the new ones, as well as compensate TELUS for the residual value of the existing assets.

Return to Top

Decision

In its first and only decision of this kind, the CRTC began by stating that the methodology to allocate the costs should be "predictable and just for both parties." It then proceeded to define relocation costs: the costs to purchase the new assets, and the labour and equipment costs to remove the existing assets and to install the new ones.

To establish the cost-sharing formula, the CRTC stated that it had taken into account the factors set out in Ledcor. It also stated that it accepted Baie-Comeau's contention that the work it was undertaking was necessary.

In the end, the CRTC simply decided to base the proportions payable by each party on the remaining useful life of each category of assets. For example, the bulk of the assets were ducts and cables which were 43 years old. Those assets had a useful life of 40 years.[13] Therefore, as they had no remaining useful life, the entire cost was to be borne by TELUS. The relocation of another piece of equipment installed only one year prior to the relocation, which had a useful life of 18 years, had to be covered mainly (17/18 or 94.4 per cent) by Baie-Comeau.

Wheatland County v. Shaw Cablesystems Limited

(CRTC Telecom Decision 2008-45) (link to full CRTC decision)
(link to Federal Court of Appeal decision)

Significance

Refusal, by the CRTC, to impose mandatory participation in a provincial locate system on a carrier. No other cases on this issue since then.

NOTE: As indicated in Chapter 3, the reader should enquire as to the status of Bill S-229 that aims to create a federal underground infrastructure notification system.

Wheatland County (Alberta) wanted to include mandatory participation by Shaw in the provincial Alberta One-Call service as part of its MAA requirements. Alberta One-Call is a non-profit organization which has been providing a utility notification service to the public, digging contractors and its members since 1984. The CRTC declined to add this requirement and reopened a number of other provisions. A challenge, in the Federal Court of Appeal, to the CRTC's right to dictate matters that are not telecommunications issues as part of settling conditions of access was unsuccessful.

Dispute

When Wheatland County and Shaw negotiated a comprehensive MAA, the only issue where they could not agree was Wheatland's request that Shaw register with Alberta One-Call.

---

13 The useful life of each category of assets was determined using tables found in Telecom Decision 2008-14. Although that decision is unrelated to municipal cases, the data is deemed by the CRTC to reflect the appropriate duration of asset lives.

Return to Top

Enquiries with respect to buried utilities are made through Alberta One-Call who then forwards requests to all parties having assets in the vicinity so they can locate them appropriately before digging begins. The advantage of the one-call system is that it greatly reduces the risk of accidental damage and service disruptions since all member utilities are advised automatically. Shaw opposed this requirement insisting that the public use its own DigShaw line to make enquiries.

In November 2007, Shaw filed an application to the CRTC to settle the dispute. However, Shaw used the opportunity to also challenge a number of other provisions of the MAA to which it had already agreed.

Decision

In addition to ruling on the One-Call dispute, the CRTC allowed Shaw to reopen the parts of the MAA which had been agreed upon. Several of the new provisions dictated by the CRTC favoured Shaw, including forcing Wheatland County to bear a greater share of future relocation costs.

With respect to the One-Call issue, the CRTC saw no reason to force Shaw to become a member of the provincial organization. In fact, the CRTC did not rule on the matter and simply left it up to the parties to come to an agreement, effectively allowing Shaw to veto Wheatland's request. The CRTC indicated that imposing this requirement "would be inconsistent with the CRTC's goal of reducing regulation," a comment which seems to make little sense given the nature of the provision requested and has no clear basis in law.

Appeal

Wheatland County, with the support of FCM, appealed the decision to the Federal Court of Appeal, challenging the CRTC's jurisdiction over issues which are solely matters of safety and roadway management and are therefore not related to telecommunications.

As a fall-back argument Wheatland invokes the passage in the *Telecommunications Act* which states that the CRTC shall have "due regard to the use and enjoyment of the highway or other public place by others". The safety of the digging public and the prevention of accidental damage to infrastructure are, in the County's arguments, elements which the CRTC must take into account as part of the use others make of the highway. As a result, having regard to the use by others, membership in Alberta One-Call should be imposed.

In its decision, the Federal Court of Appeal[14] confirmed the CRTC's jurisdiction to set all conditions of access to municipal rights-of-way and found that the decision not to impose participation in Alberta One-Call was reasonable in light of the evidence provided.

---

14 Wheatland County v. Shaw Cablesystems Limited, 2009 FCA 291

Return to Top

MTS Allstream v. Vancouver

(CRTC Telecom Regulatory Policy 2009-150) (link to full CRTC decision)

Significance

"Other public places" should not be treated as rights-of-way for access purposes. Many cost-recovery elements decided in favour of Vancouver. Clarification of loading factors and invoicing methodology to recover causal costs.

This is another seminal decision which reviews how the principle of cost-neutrality is to be applied in practical terms, rejects the automatic inclusion of "other public places" in the general conditions of access in the MAA, and speaks to the relationship between a general streets bylaw and a MAA. In many ways, this decision marks a turning point in achieving a better balance between municipal and industry interests. This progress was possible thanks to Vancouver's strong evidence and data and illustrates the fact that, with thorough preparation, it has become easier to demonstrate the legitimacy of a municipality's position. These useful elements of this decision are incorporated throughout the relevant sections of this Handbook.

Dispute

The City of Vancouver and MTS Allstream Inc. spent five years negotiating a comprehensive MAA. Although there was agreement between the parties on a number of issues, negotiations broke down and MTSA applied to the CRTC to set the conditions of access to rights-of-way as well as other municipal property and infrastructure.

Vancouver challenged the CRTC's jurisdiction to impose the terms of a long-term city-wide MAA (as opposed to engage in site specific dispute resolution). Other points of contention were:

- the inclusion of "other public places" in the city-wide MAA;
- the cost impacts of the MAA;
- the relationship between the City's street access bylaw and the MAA; and
- the costing methodology for various elements of the agreement.

Decision

The CRTC found that it had broad jurisdiction over the matter and proceeded to rule on the contentious elements of the MAA.

Both parties agreed that the MAA should apply to streets, lanes, highways and other service corridors, including bridges and viaducts. However, Vancouver resisted applying the citywide MAA to "other public places." Applying general rules to different properties with unique characteristics was not desirable from the City's perspective. The CRTC agreed and indicated that "other public places" should be dealt with on an individual basis, as the need arose.

Return to Top

One of MTSA's concerns was that Vancouver was in the midst of adopting a new street access bylaw and that it could use the bylaw to unilaterally amend provisions of the MAA. Vancouver responded that its bylaw would only apply to situations where there was no MAA in place. With this in mind, the CRTC essentially side-stepped the issue, but made an interesting remark:

> *"consistent with its previous statements, telecommunications companies must comply with all laws, including municipal bylaws and building permit processes to the extent that such compliance does not change the terms and conditions of any MAA between the parties."*

With respect to the cost-recovery methodology and other technical matters at play, thanks to tremendous preparation by Vancouver, the City was able to convince the CRTC that its position on several issues was reasonable and well-founded.

Shaw Cablesystems Limited v. British Columbia (Ministry of Transportation and Infrastructure)

(CRTC Telecom Decision 2009-462) (link to full CRTC decision)

Significance

Carrier must bear the cost of relocating third-party infrastructure installed on its utility poles without the consent of the right-of-way owner.

Although it does not involve a municipality, this case is the only CRTC decision dealing specifically with the allocation of relocation costs for equipment installed by a third party on the poles of an authorized occupant of the right-of-way. The outcome is helpful in determining a municipality's position in similar circumstances: when a carrier with whom you have a MAA allows another person to "piggy-back" on its infrastructure (poles, pipes, conduits, etc.) without your consent and your relocation request generates costs for this third party. In short, municipalities are likely not liable for these costs.

Dispute

Shaw installed its cables on the poles of another utility along a provincial highway. When the province decided to widen the highway, and require the relocation of the poles and the cables they supported, Shaw refused to pay for the cost of relocating its infrastructure. The province invoiced Shaw for the cost of moving their wires to the new poles. The carrier paid but appealed to the CRTC, asking the CRTC to direct the Ministry to reimburse the amounts paid.

Decision

Interestingly, the CRTC ruled that since Shaw had not sought the consent of the province to install its equipment within the right-of-way, the "statutory precondition for the exercise of the CRTC's authority" had not been met. The CRTC concluded that Shaw's application did not engage the CRTC's jurisdiction and it denied Shaw's request directing the Ministry to refund the amounts paid to the province.

Hamilton v. Bell (CRTC Telecom Decision 2016-51)
(link to full CRTC decision)

FCM actively participated in this dispute as an intervener.

Significance

Approval of "next generation MAA" by CRTC including compliance and penalty provisions. Confirmation of various cost-recovery principles challenged by carrier.

This decision marks the next step in the evolution of MAAs generally. During negotiations for the renewal of its long-standing MAA with Bell, Hamilton put forward a number of new provisions intended to deal with a long history of deficiencies and non-compliance by Bell and its contractors. Hamilton had accumulated a thorough record illustrating its rationale for the more stringent provisions and was able to have these "2nd-generation" provisions included (e.g. more onerous on-site supervision requirements; a comprehensive penalty mechanism for recurring deficiencies and incidents of non-compliance).

In addition, this case confirms or clarifies a number of cost-neutrality provisions as well as the fact that conditions of access apply to all carrier operations (installation, maintenance, occupancy, etc.), not simply to the initial construction work. These important elements are incorporated throughout the relevant portions of the Handbook.

Dispute

After a long history of non-compliance and recurring deficiencies by Bell, Hamilton attempted to include a number of more stringent provisions as it negotiated a renewal MAA with the telecom. Bell resisted these new provisions and attempted to revisit a number of fundamental cost-neutrality elements (workaround costs, relocation costs, abandoned equipment provisions) that, since Ledcor and MTS Allstream, had been considered by the municipal sector as settled law.

Bell went as far as to argue that the MAA could only set out conditions for the initial construction or installation of equipment but could not dictate conditions for later operations (maintenance, etc.).

Decision

After a considered analysis of the arguments—even the ones that seem to reopen settled issues—the CRTC reaffirmed the cost-neutrality approach and the application of MAAs to all carrier operations over time. In short, Hamilton was able to convince the CRTC of the rationale for all its requests and was successful on practically every point it put forward.

One of the few negative surprises was the fact that the CRTC imposed a much longer sliding scale to apportion relocation costs—moving to a 17-year timeframe before the municipality is entirely free of any relocation cost obligations. It is unclear if this longer timeframe will become the CRTC's preferred range as opposed to the shorter 7 to 10 year scales that are more commonplace.

Return to Top

Rogers Communications Inc. v. Châteauguay (City)

(2016 SCC 23) (link to full Supreme Court of Canada decision)

FCM actively participated in this dispute as an intervener.

Significance

Confirmation that telecommunications and radiocommunications are within the federal government's exclusive constitutional jurisdiction. Establishes constitutional framework within which municipalities must operate in these fields.

The dividing line between the federal jurisdiction over telecommunications and municipal authority has been one of the significant questions lurking in the background ever since deregulation began in 1993

In this 2016 decision, the Supreme Court of Canada provided fairly clear guidance on this matter. Although the Court severely restricted a municipality's outright constitutional ability to intervene in telecommunication matters, it did not close the door altogether. Furthermore, as set out in this Handbook, the conclusion on the limited constitutional ability does not negate the statutory rights set out in the *Telecommunications Act*.

Because of their central role in carrier operations, the key principles flowing from this case are set out in Chapter 1: Understanding the legal framework.

Context

Rogers applied to the federal government to install a cellular telephone within Châteauguay. As part of the consultation requirements for transmission antenna siting, Rogers consulted with the municipality.

Initially, Châteauguay consented to the application and issued a building permit. Federal authorities also issued the required permit. After strong public reaction, Châteauguay began discussions with Rogers in order to find a more acceptable location. Rogers maintained its preference for location A (which it had secured through a lease) but agreed that location B (preferred by the City) was technically acceptable and would be satisfactory if it could be made accessible quickly.

Châteauguay undertook expropriation proceedings at location B in order to make the land available to Rogers. The owner objected—as did Rogers, somewhat ironically. Rogers invoked the delay to proceed with the installation at location A. The City then proceeded to file a Notice of Reserve (akin to an expropriation) on location A. Rogers argued that the City did not have the constitutional authority to influence the location of a transmission antenna.

Decision

The Supreme Court of Canada agreed with Rogers' submissions. The Court ruled that radiocommunications, as well as telecommunications, were exclusively under federal jurisdiction. Significantly, the Court then characterized Châteauguay's interventions as measures truly intended to influence the location of the antenna (a federal matter) as opposed to land use or general welfare measures (a local matter). This characterization meant that the municipality's actions constituted an inappropriate foray into an area of exclusive federal jurisdiction and, as a result, these efforts were *ultra vires*—outside the municipality's constitutional jurisdiction.

Canada Post Corporation v. Hamilton (City) (2016 ONCA 767) (link to full Ontario Court of Appeal decision)

FCM actively participated in this dispute as an intervener.

Significance

Example of how municipalities can adopt bylaws that affect—even single out—federal undertakings as long as the object of the bylaw is a legitimate municipal purpose. This case also illustrates the notion of "conflict" between a local and federal rule, giving rise to the application of federal paramountcy.

This case is the first to deal with the applicability of municipal bylaws to federal undertakings in the wake of the *Châteauguay* decision above.

In this 2016 decision, the Ontario Court of Appeal provided a good illustration of the balancing act that courts must undertake between municipal and federal regulations. As long as a bylaw is enacted based on a proper municipal objective, the bylaw will be valid and applicable even if it singles out a federal undertaking.

Context

In light of the proposed large-scale deployment of community mailboxes (CMBs) by Canada Post (to replace door-to-door mail delivery), Hamilton decided to specifically extend the application of its general rights-of-way bylaw to include CMBs. Thousands of CMBs were slated to be installed in Hamilton and the initial wave had already created some conflicts with other ROW users.

Hamilton therefore instituted a number of measures to properly manage these new installations: a four-month moratorium on new CMBs, a $200 permit fee for each CMB, and the requirement to pay the first 500 permits upfront ($100,000) to allow the City to hire staff required to process the permit applications. The bylaw also contemplated the development of specific CMB guidelines with Canada Post during the moratorium period.

Return to Top

Decision

The Ontario Court of Appeal agreed with Hamilton's contention that the bylaw was validly adopted for municipal purposes. Even though the bylaw did affect—and single out—Canada Post (a federal undertaking), the "pith and substance" was a valid municipal purpose, namely managing the ROW.

Hamilton lost the Appeal on the final element of the constitutional test. The existence of a federal regulation indicating that the location of mailboxes was up to the federal Postmaster meant that the two rules—the ROW bylaw and the federal regulation—were in conflict.
Two people could not have the final word on the location of CMBs. As a result, the federal regulation overrode Hamilton's bylaw.

Despite the loss on this final point, the rest of the decision provided broad recognition of a legitimate municipal role in regulating federal undertakings as long as the true objective was clearly municipal.

ANNEX 4

Antenna tower siting: ISED procedure and FCM-CWTA protocol template

The federal department of Innovation, Science and Economic Development (ISED) requires formal consultation with municipalities in their role as land-use planning authorities for most new antenna tower installations. The Procedure does provide for certain exceptions—installations for which no consultation is required—such as:

- certain modifications to existing antenna systems,
- non-tower antenna systems such as antennas attached to buildings, water towers, lamp posts, etc. (although municipalities can require building permit applications to ensure the continued integrity of structures when antennas are added), and
- temporary antenna systems.

The following excerpts from the ISED website provide you with an overview of the municipality's role. For the complete Procedure, including the exceptions set out by ISED, please consult the ISED website directly at:

http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html

> *Proponents must always contact the applicable land-use authorities to determine the local consultation requirements and to discuss local preferences regarding antenna system siting and/or design, unless their proposal falls within the exclusion criteria outlined in Section 6. If the land-use authority has designated an official to deal with antenna systems, then proponents are to engage the authority through that person. If not, proponents must submit their plans directly to the council, elected local official or executive. The 120-day consultation period commences only once proponents have formally submitted, in writing, all plans required by the land-use authority, and does not include preliminary discussions with land-use authority representatives.*
>
> *Proponents must follow the land-use consultation process for the siting of antenna systems, established by the land-use authority, where one exists. In the event that a land-use authority's existing process has no public consultation requirement, proponents must then fulfill the public consultation requirements contained in Industry Canada's Default Public Consultation Process (see Section 4.2).*
>
> *Industry Canada believes that any concerns or suggestions expressed by land-use authorities are important elements to be considered by proponents regarding proposals to install, or make changes to, antenna systems. As part of their community planning processes, land-use authorities should facilitate the implementation of local radiocommunication services by establishing consultation processes for the siting of antenna systems.*
>
> *Unless the proposal meets the exclusion criteria outlined in Section 6, proponents must consult with the local land-use authority(ies) on any proposed antenna system prior to any construction. The aim of this consultation is to:*

- *discuss site options;*
- *ensure that local processes related to antenna systems are respected;*
- *address reasonable and relevant concerns (see Section 4.2) from both the land-use authority and the community they represent; and*
- *obtain land-use authority concurrence in writing.*

Land-use authorities are encouraged to establish reasonable, relevant, and predictable consultation processes specific to antenna systems that consider such things as:

- *the designation of suitable contacts or responsible officials;*
- *proposal submission requirements;*
- *public consultation;*
- *documentation of the concurrence process; and*
- *the establishment of milestones to ensure consultation process completion within **120 days**.*

Where they have specific concerns regarding a proposed antenna system, land-use authorities are expected to discuss reasonable alternatives and/or mitigation measures with proponents.

As a complement to the official Procedure, FCM and the Canadian Wireless Telecommunications Association (CWTA) jointly developed an **Antenna system siting protocol template**. The Protocol provides municipalities with a tool to develop customized protocols for the siting of antenna systems within their municipality. As the template was developed jointly by the FCM and the CWTA, and is consistent with ISED rules on Antenna System consultations, its use should result in consistent and predictable Antenna System siting protocols.

The template encourages the development of local protocol guidelines that fully express a municipality's location and design preferences. It is desirable for protocols to highlight local knowledge and expertise by suggesting preferred sites in all zoning designations and community development plans, including in residential areas, as well as design and screening preferences. Additionally, all examples of local customization provided in the Template's Appendix are endorsed by the wireless industry as being reasonable and practical components of an antenna siting protocol. Some of these examples are better suited to urban, suburban or rural municipalities, but they serve as 'best practices' and should be considered by municipalities as they examine options for developing their own local protocols. Municipalities can simply remove all items from the template that are not relevant to its policies and preferences before finalizing its protocol.

The full Antenna System Siting Protocol Template can be found here:

https://fcm.ca/Documents/reports/FCM/Antenna_System_Siting_Protocol_Template_EN.pdf

More FCM information on antenna siting can also be found on fcm.ca.

ANNEX 5

The model MAA and other access agreement examples

The model MAA

To help you draft your own Municipal Access Agreement (or the conditions of an ad hoc permit if that is the process you choose to follow), you will find the **Model MAA** that was the result of a CRTC-sponsored negotiation process between the municipal sector and the telecommunications industry.

As you will note in the document, there are several areas—listed as **non-consensus items**—where it was not possible to reach a general agreement on best practices or approaches. It is therefore up to individual municipalities to determine what is required to protect their interests.

Although stated in the Handbook, it is worth repeating that the Model MAA is non-binding resource document. The Model MAA does **not constitute** a default set of provisions. There is no need to justify departing from these provisions if you have reasonable grounds to support your own position on fees and other conditions.

Other MAA examples

FCM will gladly provide you with actual MAAs from municipalities that are members of the Technical Committee upon request. These municipalities have developed a rich experience over the years and their comprehensive agreements can illustrate concretely the type of provisions that you might want to add to your own document. For reasons of confidentiality, these are not posted on the FCM website but will be emailed to you upon request.

Return to Top

MUNICIPAL ACCESS AGREEMENT

BETWEEN

THE MUNICIPALITY

AND

THE COMPANY

This model Municipal Access Agreement (MAA) is intended to be a non-binding resource document for use by municipalities and carriers when negotiating their own MAAs.

CRTC Decisions on Municipal Access

Ledcor/Vancouver – Construction, operation and maintenance of transmission lines in Vancouver, Decision CRTC 2001-23, 25 January 2001 (the "**Ledcor Decision**")

Part VII application by MTSA Corp. seeking access to Light Rail Transit (LRT) lands in the City of Edmonton, Telecom Decision CRTC 2005-36, 17 June 2005 (the "**Allstream - Edmonton Decision**")

Shaw Cablesystems Limited's request for access to highways and other public places within the District of Maple Ridge on terms and conditions in accordance with Decision 2001-23, Telecom Decision CRTC 2007-100, 25 October 2007 (the "**Shaw - Maple Ridge Decision**")

Shaw Cablesystems Limited's request for access to highways and other public places in the County of Wheatland, Alberta, Telecom Decision CRTC 2008-45, 30 May 2008 (the "**Shaw - Wheatland Decision**")

Application by the City of Baie-Comeau regarding the costs to relocate TELUS Communications Company's telecommunications facilities, Telecom Decision CRTC 2008-91, 19 September 2008 (the "Telus - Baie-Comeau Decision")

MTSA Inc. – Application regarding a Municipal Access Agreement with the City of Vancouver, Telecom Regulatory Policy CRTC 2009-150, 19 March 2009 (the "**Allstream – Vancouver Decision**")

Bell Aliant Regional Communications, Limited Partnership and Bell Canada – Application regarding access to municipal property in the City of Thunder Bay, Telecom Decision CRTC 2010-806, 29 October 2010 (the "**Bell – Thunder Bay Decision**")

Return to Top

TABLE OF CONTENTS

MUNICIPAL ACCESS AGREEMENT

This Municipal Access Agreement shall be effective as of the ____ day of _________, 20___ (the **"Effective Date"**).

B E T W E E N:

[NAME OF MUNICIPALITY]
(the **"Municipality"**)

- and -

[NAME OF COMPANY]
(the **"Company"**)

(each, a **"Party"** and, collectively, the **"Parties"**)

RECITALS

WHEREAS the Company is a "telecommunications common carrier" as defined in the *Telecommunications Act*, S.C. 1993, c.38 (**"Telecom Act"**) or "distribution undertaking" as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a **"Carrier"**) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the **"CRTC"**);

AND WHEREAS, in order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (**"Within"**) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Municipality (collectively, **"Rights-of-Way"** or **"ROWs"**)[15] or other public places[16] as agreed to by the Parties;

AND WHEREAS, pursuant to section 43 of the Telecom Act, the Company requires the Municipality's consent to construct its Equipment Within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs;[17]

AND WHEREAS the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

15 Rights-of-way can also be referred to as streets, highways, road allowances and alignments.
16 For a discussion of "other public places", see the Allstream - Edmonton Decision and the Allstream – Vancouver Decision.
17 Sections 43 and 44 of the Telecom Act set out the Company's and Municipality's basic statutory rights.

Return to Top

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions.

(a) **"Affiliate"** means:

i. in the case of the Company, "affiliate" as defined in the *Canada Business Corporations* Act that is also a Carrier.

ii. in the case of the Municipality, a local board, agency or commission of the Municipality or a corporation which is partially or solely owned by, and is controlled by, the Municipality, and which has as a primary purpose, the management and maintenance of the ROWs.

(b) **"Emergency"** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties.

(c) **"Hazardous Substance"** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law).

(d) **"Equipment"** means the transmission and distribution facilities owned by the Company and its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs.

(e) **"Municipal Consent"** means the written consent of the Municipality, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs (as more fully described in **Schedule B**).

(f) **"Municipal Engineer"** means the [●] of the Municipality or the individual designated by him or her.

(g) **"Municipality's Costs"** means the reasonable and verifiable costs and expenses of the Municipality, including the cost of labour and materials, plus a reasonable overhead charge of [●][18].

(h) **"Permit"** means a Municipal Consent or a Road Occupancy Permit or both.

18 Municipality's Costs are incurred in respect of activities the Municipality performs on behalf of the Company.

Return to Top

(i) **"Road Occupancy Permit"** means a Permit issued by the Municipality authorizing the Company to conduct Work that includes any activity that involves a deployment of its workforce, vehicles and other equipment in the ROWs when performing the Work (as more fully described in **Schedule B**).[19]

(j) **"Service Drop"** means a cable that, by its design, capacity and relationship to other cables of the Company, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence or property.

(k) **"Third Party"** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company.

(l) **"Work"** means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2. **Recitals and Schedules.** The beginning part of this Agreement entitled "Recitals" and the following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule A – Fees and Charges Payable by the Company
Schedule B – Permits Required by the Municipality
Schedule C – Relocation Costs

2. USE OF ROWs

2.1. **Consent to use ROWs.** The Municipality hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable municipal by-laws, rules, policies, standards and guidelines (**"Municipal Guidelines"**) pertaining to the Equipment and the use of the ROWs.

2.2. **Proviso.** Notwithstanding **Section 2.1** and any other provisions of this Agreement, to the extent that any of the Municipal Guidelines are inconsistent with the terms of this Agreement, the Company shall not be required to comply with such Municipal Guidelines.

2.3. **Scope of municipal consent.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs.

19 Not every municipality uses Road Occupancy Permits or similar type permits.

Return to Top

2.4. **No ownership rights.** The Parties acknowledge and agree that:

(a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and

(b) the placement of the Equipment Within the ROWs shall not create or vest in the Municipality any ownership or property rights to the Equipment.

2.5. **Condition of ROWs.** The Municipality makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.

3. PERMITS TO CONDUCT WORK

3.1. **Where Permits required.**

(a) Subject to **Section 3.2,** Work Within the ROWs by the Company is subject to the authorization requirements of the Municipality as set out in **Schedule B**.[20]

(b) For each Permit required above, the Company shall submit to the Municipality a completed application, in a form specified by the Municipality and including the applicable fee set out in **Schedule A.**[21]

(c) Subject to **Section 3.5,** the Municipality will issue the applicable Permits within ● days of receiving a complete Application, or such other time as agreed to by the Parties having regard to the complexity of the Work covered by the Application and the volume of Permit Applications before the Municipality at that time.

3.2. **No Permits for routine Work.**[22] Notwithstanding **Section 3.1,** the Company may, with advance notice as required by the Municipality’s traffic management policies, but without first obtaining a Permit:

(a) utilize existing ducts or similar structures of the Equipment;

(b) carry out routine maintenance and field testing to its Equipment; and

(c) install and repair Service Drops;

provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the Municipality’s prior written consent.

20 Alternatively, the Municipality may want to refer to its permit by-law.
21 The Municipality may want to refer to its fees by-law instead.
22 This provision may be used if the Parties do not want to use Schedule B.

Return to Top

3.3. **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within [●] of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the Municipality, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.

3.4. **Submission of plans.** Unless otherwise agreed to by the Municipality, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Municipal Engineer:

(a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Municipality within which the Work is proposed to take place; and

(b) all other relevant plans, drawings and other information as may be normally required by the Municipal Engineer from time to time for the purposes of issuing Permits.

3.5. **Refusal to issue Permits.** In case of conflict with any *bona fide* municipal purpose, including reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing to the Company by the Municipality, the Municipality may request amendments to the plans referred to in **Section 3.4** or may choose to refuse to issue a Permit in accordance with **Section 3.1.**

3.6. **Temporary Connections.**

COMMENTARY

The Municipality may want to address the issue of temporary connections or Service Drops, including clauses that require that:

- wires and cables cross ROWs with adequate vertical clearance and do not lie on the ground;
- the temporary connection be removed within a reasonable time (e.g., the next construction season);
- the Company remedy any conditions deemed unsafe by the Municipality within a certain time; and
- the Company not cause any aerial trespass of adjacent or nearby properties.

Return to Top

3.7. **Restoration of the Company's service during Emergencies.** Notwithstanding **Section 3.1,** in the event of an Emergency, the Company shall be permitted, provided that the Company gives notice to the Municipality as soon as reasonably practicable, to perform such remedial Work as is reasonably necessary to restore its services without complying with **Section 3.1;** provided that the Company does comply with **Section 3.1** within five (5) business days of completing the Work.

3.8. **Temporary changes by Municipality.** Notwithstanding any other provision in this Agreement, the Municipality reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Municipality shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Municipality shall provide such advance notice as is reasonably possible in the circumstances.

3.9. **Security.**

COMMENTARY

This Article sets out the circumstances in which a security deposit may be required of the Company.

4. MANNER OF WORK

4.1. **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Municipality and in accordance with:

(a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);

(b) the Municipal Guidelines;

(c) this Agreement; and

(d) the applicable Permits issued under **Section 3.1.**

4.2. **Stoppage of Work.** The Municipality may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety or any circumstances beyond its control. In such circumstances, the Municipality shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Municipality shall advise the Company immediately that it can commence the Work.

4.3. **Coordination of Work.** The Company shall use its reasonable efforts to minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW by coordinating its Work and sharing the use of support structures with other existing and new occupants of the ROWs.

4.4. **Utility co-ordination committee.** The Company shall participate in a utility co-ordination committee established by the Municipality and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.

4.5. **Emergency contact personnel.** The Company and the Municipality shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.

4.6. **Emergency work by Municipality.** In the event of an Emergency, the Municipality shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to the nature of the Emergency. Notwithstanding the foregoing, the Municipality may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment, and the Company shall pay the Municipality's Costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.

4.7. **"As-built" drawings.** Where required by the Municipality, the Company shall, no later than [● days] after completion of any Work provide the Municipal Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the Municipal Engineer, sufficient to accurately establish the plan, profile and dimensions of the Equipment installed Within the ROWs. Such drawings shall only be used for the purposes of facilitating the Municipal Engineer's conduct of planning and issuance of Work permits. The "as-constructed" drawings must be protected through reasonable measures and must not be shared beyond those who require it for the purposes described above, nor must they be used for any other purpose or combined with other information.

Return to Top

4.8. **Where Equipment is located incorrectly.** Where the location of any portion of the Equipment in a ROW is located outside a distance of [●] horizontally (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the Municipality) and, as a result, the Municipality is unable to install its facilities Within the affected ROWs in the manner it expected based on the Permit or as-built drawings (the **"Conflict"**), the following shall apply:

NON-CONSENSUS – To be negotiated

4.9. **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

5. REMEDIAL WORK

5.1. **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Municipality. Subject to **Section 5.5,** where the Company is required to break or otherwise disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to substantially the same condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Municipal Engineer.

5.2. **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid, as follows:

(a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the Municipality may require that the Company grind and overlay the full lane width of pavement in the ROW;

(b) if pavement has been repaved or overlaid during the two-year period immediately prior to the date of issuance, then the Municipality may require that the Company grind and overlay the full width of the pavement in the ROW;

(c) in either **subsections (a)** or **(b)** above, if Third Parties, including the Municipality as a carrier of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company and the Third Parties on the basis of the area of their respective cuts;

Return to Top

(d) the Municipality will not require grind and overlay under **subsections (a)** or **(b)** above for road restoration work involving:

i. service connections to buildings where no other reasonable means of providing service exists and the Company had no requirement to provide service before the new pavement was placed;

ii. Emergencies; and

iii. other situations deemed by the Municipal Engineer to be in the public interest; and

(e) if the Municipality has required the Company to grind and overlay under either **subsections (a)** or **(b)** above, the Company will have no obligation to pay Pavement Degradation fees under **Schedule A** in relation to that pavement.

5.3. **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to **Section 5.5,** the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Municipality.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of **Section 4.6** shall apply.

5.4. **Warranty for repairs.** The Company warrants its temporary repair, to the satisfaction of the Municipality until such time as the final repair is completed by the Company, or, where the Municipality is performing the final repair, for a period of two (2) years or until such time as the final repair is completed by the Municipality, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

5.5. **Repairs completed by Municipality.** Where:

(a) the Company fails to complete a temporary repair to the satisfaction of the Municipality within [●] of being notified in writing by the Municipality, or such other period as may be agreed to by the Parties[23]; or

(b) the Company and the Municipality agree that the Municipality should perform the repair,

then the Municipality may effect such work necessary to perform the repair and the Company shall pay the Municipality's Costs of performing the repair.

23 This time period may be negotiated between the parties. A common time period used is 72 hours.

Return to Top

6. LOCATING FACILITIES IN ROWs

6.1. **Locates.**[24] The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method (**"Locates"**), under the following circumstances:

(a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and

(b) in all other circumstances, within a time reasonably agreed upon by the Parties.

6.2. **Provision of Mark-ups.** The Parties agree to respond within [●] days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the **"Mark-ups"**), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.[25]

6.3. **Inaccurate Locates.** Where the Company's Locates do not accurately correspond with either the Mark-ups or physical location of the Equipment, and as a result, the Municipality is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company (the **"Error"**), the following shall apply:

NON-CONSENSUS – To be negotiated

7. RELOCATION OF PLANT

7.1. **General.** Where the Municipality requires and requests the Company to relocate its Equipment for bona fide municipal purposes, the Municipality shall notify the Company in writing and, subject to **Section 7.3,** the Company shall, within ● days thereafter or such other time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the relocation required, perform the relocation and any other required and associated Work.

24 This section may need to be amended to reflect procedures for providing locates that have been established by provincial legislation.
25 Parties to negotiate time (15 days is suggested).

Return to Top

7.2. **Municipality's efforts.** The Municipality will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the Municipality with all information the Municipality requires to enable it to process a Permit application, the Municipality shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.

7.3. **Reimbursement by Municipality for the Company's Relocation Costs.** The Municipality shall reimburse the Company for all or part of its reasonable and verifiable costs of completing a relocation requested by the Municipality (the **"Relocation Costs"**) based upon the principles, methodologies and procedures set out in **Schedule C**.

8. FEES AND OTHER CHARGES

8.1. **General.** The Company covenants and agrees to pay to the Municipality the fees, charges and Municipality's Costs in accordance with this Agreement, including the fees and charges set out in **Schedule A**.[26]

8.2. **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than [●] days after the date of the invoice was received.[27]

8.3. **Payment of taxes.** The Company shall pay, and shall expressly indemnify and hold the Municipality harmless from, all taxes lawfully imposed now or in the future by the Municipality or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the Municipality, that are attributable to the Company's use of the ROW.

9. TERM AND TERMINATION

9.1. **Initial term and renewal.** This Agreement shall have an initial term of ● years commencing on the Effective Date and shall be [renewed automatically for successive ● year terms][28] unless:

26 The Municipality may want to refer to its fees by-law instead.
27 The payment terms will be negotiated between the parties.
28 The parties may negotiate the renewal terms.

Return to Top

(a) this Agreement is terminated by either Party in accordance with this Agreement;

(b) a Party delivers initial notice of non-renewal to the other Party at least ● days prior to the expiration of the then current term; or

(c) this Agreement is replaced by a New Agreement (as defined below) between the Parties.

9.2. **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours' notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

9.3. **Termination by Municipality.** The Municipality may terminate this Agreement by providing the Company with at least twenty-four (24) hours' written notice in the event that:

(a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;

(b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with **Section 16.7**; or

(c) the Company ceases to be eligible to operate as a Carrier.

9.4. **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with **Sections 9.2** and **9.3**) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the Municipality in writing that it no longer requires the use of the Equipment:

(a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a **"New Agreement"**) is executed by the Parties; and

(b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5. **Removing abandoned Equipment.** Where the Company advises the Municipality in writing that it no longer requires the use of any Equipment, the Company shall, at the Municipality's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

(a) Remove the abandoned Equipment that is above ground;

(b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively **"Abandoned Underground Structures"**);

(c) Where, in the reasonable opinion of the Municipal Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove such Equipment and restore the ROWs within the time specified above and to the satisfaction of the Municipal Engineer, the Municipality may complete such removal and restoration and the Company shall pay the associated Municipality's Costs.

9.6. **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. INSURANCE

COMMENTARY

This Article sets out the insurance required of the Company and will depend on the individual requirements of the Parties.

11. LIABILITY AND INDEMNIFICATION

11.1. **Definitions.** For the purposes of this **Article 11**, the following definitions shall apply:

(a) **"Municipality"** means the Municipality and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;

(b) **"Company"** means the Company and its directors, officers, employees, contractors, agents, successors and assigns;

(c) **"Claims"** means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind;

(d) **"Losses"** means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs and expenses; and

(e) **"Costs"** means those costs (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

11.2. **No liability, Municipality.** Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Municipality, the Municipality shall not:

(a) be responsible, either directly or indirectly, for any damage to the Equipment howsoever caused; and

(b) be liable to the Company for any Losses whatsoever suffered or incurred by the Company, on account of any actions or omissions of the Municipality under this Agreement.

11.3. **No liability, both Parties.** Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

11.4. **Indemnification by the Company.**

NON-CONSENSUS – To be negotiated

Return to Top

11.5. **Indemnification by Municipality.**

NON-CONSENSUS – To be negotiated

12. ENVIRONMENTAL LIABILITY

12.1. **Municipality not responsible.** The Municipality is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Municipality or those for which it is responsible in law.

12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

(a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or

(b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the Municipality or those for which it is responsible in law.

13. FORCE MAJEURE

Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (**"Force Majeure"**). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

Return to Top

14. DISPUTE RESOLUTION

14.1. **General.** The Parties hereby acknowledge and agree that:

(a) this Agreement has been entered into voluntarily by the Parties with the intention that is shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;

(b) it is the intention of the Parties that all Disputes (as defined in **Section 14.2**) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and

(c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this **Article 14**.

14.2. **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (**"Dispute"**) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

14.3. **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this **Article 14**.

15. NOTICES

15.1. **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

If to the Municipality:	With a copy to:
If to the Company	With a copy to:

15.2. **Delivery of notice.** Any notice given pursuant to **Section 15.1** shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

15.3. **Alternative Method of Notice.**

> COMMENTARY
> This Section sets out alternate methods of notice that the Parties may negotiate.

16. GENERAL

16.1. **Entire agreement.** This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

16.2. **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

16.3. **Sections and headings.** The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to an article, section, subsection or schedule are to the specified article, section or subsection of or schedule to this Agreement.

16.4. **Statutory references.** A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation.

16.5. **Including.** Where the word "including" or "includes" is used in this Agreement it means "including (or includes) without limitation as to the generality of the foregoing".

16.6. **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

Return to Top

16.7. **Assignment.** This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party shall have the right to assign this Agreement to an Affiliate without the consent of the other Party, provided that: i) it is not in material breach of this Agreement; ii) it has given prompt written notice to the other Party; iii) any assignee agrees to be bound by the terms and conditions of this Agreement; and iv) the assignee is not in direct competition with the other Party, in which case, prior written consent would be required.

16.8. **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

16.9. **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.

16.10. **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.

16.11. **Governing law.** This Agreement shall be governed by the laws of the Province of [●] and all federal laws of Canada applicable therein.

16.12. **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

16.13. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect

16.14. **Inurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.

16.15. **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

MUNICIPALITY	COMPANY
Authorized Signatory, [name & title]	Authorized Signatory, [name & title]
Authorized Signatory, [name & title]	Authorized Signatory, [name & title]

Return to Top

SCHEDULE A
FEES AND CHARGES PAYABLE BY THE COMPANY

Definition of Causal Costs

NON-CONSENSUS – To be negotiated

Determination of Causal Costs

COMMENTARY
The discussion below provides a high level description of the methodology established by the CRTC to calculate causal costs based on generally accepted economic principles. This methodology was first described in CRTC Telecom Decision CRTC 79-16, *Inquiry into Telecommunications Carriers' Costing and Accounting Procedures – Phase II: Information Requirements for New Service Tariff Filings* (28 August 1979). However, as discussed below, the parties may mutually agree to negotiate how causal costs may be determined and/or applied through fees and other charges.

"Causal costs" are prospective (*i.e.*, forward-looking, in that "sunk" costs are not included) and incremental (*i.e.*, only costs that change as a result of the project are considered). Such causal costs are determined through an economic study specifying a Reference Plan and an Alternative Plan.

The Reference Plan consists of expected activities if a right of way is not granted to the carrier in question. In most cases, the Reference Plan will reflect normal operation of the street, regular maintenance with no (additional) right of way, etc. Occasionally, however, some repair activity may already be planned, e.g. repair of cracks in the pavement. In such cases, the planned activities should be reflected in the Reference Plan.

Similarly, the Alternative Plan should be elaborated by listing all costs associated with the construction of the transmission line by a specific carrier. The Alternative Plan should be as specific as possible, giving the location and length of the right of way and the timing of construction.

The resulting costs (expressed as present values) should be added up for each of the Alternative Plan and the Reference Plan. The difference between the total for the Alternative Plan and the Reference Plan is the present value of the costs of the project (*i.e.*, the causal costs).

Return to Top

Municipalities and carriers have the flexibility to negotiate the fee structure for the recovery of these costs. For example, they could be recovered in one lump sum payment, or a series of payments, fees or charges or some combination, as long as the payment scheme chosen by the municipality generates revenues whose present value equals the present value of costs.

In practice, carriers and municipalities often agree on certain fees/charges as a proxy for the municipality's causal costs, rather than requiring the municipality to conduct a cost study which may be complex and time consuming. Through the many cases that have been considered by the CRTC and agreements that have been concluded freely between municipalities and carriers, there are a number of fee structures that have been accepted as a means of recuperating a municipality's causal costs.

In this Schedule are listed fees that have been used in agreements in Canada between carriers and larger cities or municipalities. While the quantum of the fees are not listed here as they would differ from municipality to municipality and potentially carrier to carrier, Municipalities and Carriers may wish to familiarize themselves with sample agreements and satisfy themselves that, within a reasonable range and considering inflation and other factors, these fees will adequately reflect the local context.

Recovery of Causal Costs

The following constitutes various fees or charges that have been applied in the past by municipalities. The examples of fees listed below are meant to assist negotiations between municipalities and carriers, but the examples might not all be applicable and there may be others that apply. Such fees may include:

1. Permit application fees;
2. Inspection fees;
3. Lost productivity or workaround costs;
4. Pavement degradation costs; and
5. Lost parking meter revenue and associated costs

To which may be added a loading factor and adjustments for inflation.

1. Permit Application and Permit Change Fees

This fee can be used to allow municipalities to recover their costs that are directly attributable to the review and approval of the carriers' construction projects. The type of work involved is reviewing alignments and providing optimal routing; planning space for future utility work; providing input to traffic plans; processing and filing design and as-built drawings, etc.[29]

The fee can be simplified to differentiate short projects from long projects recognizing differences in the degree of effort required to review, to provide feedback as necessary and to approve final drawings.

29 For further discussion, see paras. 66-72 of the Ledcor Decision and paras. 59-66 of the Allstream-Vancouver Decision.

Requests for changes to permits (including extensions) can give rise to additional fees. These fees allow municipalities to recover their costs that are directly attributable to the review and approval of the permit change requests.

2. Inspection Fees

The general principle is that the Municipality should be entitled to recover the cost of overseeing the actual construction work and ensuring compliance with the approved plans, as well as the Municipality's reinstatement standards. This may be considered as a separate fee or, for convenience, included in the permit application fee.[30]

3. Lost Productivity or "Work Around" Costs

If significant lost productivity costs can be isolated and accurately calculated and attributed to a telecommunications installation, the Municipality can invoice these items directly to the Company.[31]

The CRTC has indicated that such invoices should include the following information:

- a description of the costs being recovered;
- the location of the telecommunications equipment and the municipal work being done;
- a description of the municipal work being done;
- an explanation of the nature of the interference of the telecommunications facility;
- an itemized breakdown of the Municipality's additional costs; and
- the methodology and data sources used to determine the costs.

4. Pavement Degradation Costs

These fees reflect the fact that once pavement has been cut, the strength and longevity of the pavement cannot be restored. The cut edges lead to cracks and ultimately potholes and other defects that require ongoing maintenance and premature replacement. The fee reflects that ongoing maintenance and loss of pavement life. [32]

5. Lost Parking Meter Revenue and Associated Costs

This fee captures lost revenue due to parking meters rendered unusable during construction. The fee should reflect actual measured or estimated average occupancy rates of the meters. The fee can also include the costs of signage required to take the meters out of service. [33]

30 For further discussion, see paras. 66-72 of the Ledcor Decision and paras. 59-66 of the Allstream-Vancouver Decision.
31 For further discussion, see paras. 89-92 of the Ledcor Decision and paras. 82-89 of the Allstream-Vancouver Decision.
32 For further discussion, see paras. 67-73 of the Allstream-Vancouver Decision.
33 For further discussion, see paras. 74-79 of the Ledcor Decision and paras. 90-100 of the Allstream-Vancouver Decision.

Further Areas to be Addressed

(a) *Loading Factor* - It has been recognized that there are miscellaneous indirect and variable common costs that are difficult to quantify. Any such costs that are not quantified directly can be recovered by a loading factor that is applied to all of a municipality's cost-based fees and charges. Alternatively, the municipality may want to charge a flat annual administrative fee.

(b) *Adjustment to Fees* - This section provides for the adjustment of fees based on CPI or whatever other basis is considered appropriate by the parties.

(c) *Renegotiation of Fees* - This section can provide a mechanism to renegotiate fees periodically; perhaps every 5 years in order to better reflect changes in legislation, CRTC decisions, municipal bylaws, changes in knowledge or installation techniques.[34]

34 For further discussion, see para. 47 of the Ledcor Decision.

Return to Top

SCHEDULE B
PERMITS REQUIRED BY THE MUNICIPALITY[35]

WORK ACTIVITY	MC[36]	ROP[37]	Notification only[38]	No Permit or Notification[39]
Any installation of Plant that requires Excavation[40] in the ROW, including: — the installation of buried Plant crossing a road; — the installation of new Above-ground Equipment[41]; — the relocation of buried Plant or Above-ground Equipment; — the replacement of existing Above-ground Equipment with equipment that is significantly larger; and — the installation of buried Service Drops that cross a road or a break a hard surface of the ROW.	X	X		
The installation of aerial Plant (excluding aerial Service Drops)		X		
Tree trimming on ROWs		X		
The replacement of existing Above-ground Equipment without adding more Plant or significantly increasing its size (pole replacements excluded)			X	
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X	
Pulling cable through existing underground duct			X	
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Plant where there is minimal physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the Municipality				X

35 This is a sample of how permits may be administered by the Municipality. The actual requirements will vary with each municipality.
36 “MC” means Municipal Consent.
37 “ROP” means Road Occupancy Permit.
38 Depending on the nature of the Work, the type of ROW or the Municipality’s Traffic Management Policy, the Municipality may require an ROP or other type of consent.
39 Subject to its Traffic Management Policy, the Municipality may require notification or an ROP.
40 “Excavation” means the breaching or breaking up of the hard surface of the ROW, and includes activities such as day-lighting, test pitting, digging pits and directional boring but excludes hand-digging.
41 “Above-ground Equipment” means, in all cases above, any structure located on the surface of the ROW used to house or support the Plant, and includes cabinets, pedestals, poles and lamp poles but excludes aerial Plant.

SCHEDULE C
RELOCATION COSTS

COMMENTARY[42]

The CRTC, in adjudicating disputes between carriers and municipalities has recognized that, in general carriers are entitled to the recovery of all or a portion of their relocation costs caused by the construction or activities of the municipality. The CRTC has not prescribed a single mechanism governing the allocation of relocation costs. It has stated, however, that the parties should negotiate a suitable allocation taking into account the following factors:

(a) who has requested the relocation, *i.e.*, the municipality, the carrier, or a third party;

(b) the reason for the requested relocation (*e.g.*, safety reasons, aesthetic reasons, to better serve customers); and

(c) when the request is made *vis-à-vis* the original date of construction (*e.g.*, whether the request is made a considerable length of time after the original construction, or very shortly after that time).

1. Reimbursement for Relocation Costs

NON-CONSENSUS – To be negotiated

2. Equipment affected by Municipality's Capital Works Plan. Prior to the issuance of a Permit, the Municipality will advise the Company in writing whether the Company's proposed location for new Equipment will be affected by the Municipality's [●]-year capital works plan (the **"Capital Works Plan"**).[43] If the Municipality advises that the new Equipment will be so affected and the Company, despite being advised of such, requests the Municipality to issue the Permit, then the Municipality may issue a conditional Permit stating that, if the Municipality requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, the Company to relocate the Equipment within [●] years of the date of the Permit, the Company will be required to relocate the Equipment at its own cost, notwithstanding Section 1.

3. Beautification.

NON-CONSENSUS – To be negotiated

42 For further discussion, see paras. 130-138 of the Ledcor Decision and paras.74-81 of the Allstream-Vancouver Decision.
43 The duration of the Municipality's capital works program may vary.

Return to Top

4. Municipality not responsible for Third Party Relocation Costs.

Unless otherwise agreed to between the Municipality and the Third Party, in no event shall the Municipality be responsible under this Agreement for:

(a) the costs of the Company to relocate Equipment at the request of a Third Party; or

(b) the costs or relocating the facilities of a Third Party installed on or in the Equipment.

5. Company not responsible for Third Party Relocation Costs.
Unless otherwise agreed to between the Company and the Third Party, in no event shall the Company be responsible under this Agreement for:

(a) the costs of the Company to relocate Equipment at the request of a Third Party [**NON-CONSENSUS – To be negotiated**]; or

(b) the costs of relocating the facilities of a Third Party [**NON-CONSENSUS – To be negotiated**] installed on or in the Equipment.

6. Where Equipment is located incorrectly. Where the location of any portion of the Equipment in a ROW is located outside a distance of [●] horizontally (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the Municipality), then the Municipality shall not be responsible for the costs of relocating such Equipment or portion thereof. Notwithstanding the foregoing, in circumstances where records of the approved location of the Equipment are non-existent or unavailable, or where the conditions of the applicable ROW have changed materially from what was described in the Permit, the Parties agree to act reasonably when sharing or allocating the associated Relocation Costs.

7. Maintenance Cover adjustments.

NON-CONSENSUS – To be negotiated

8. **Equipment Upgrades**. Unless otherwise agreed to by the Parties, Relocation Costs shall not include the installation of any Equipment by the Company for the purpose of providing an up-graded service, which shall be at the sole cost of the Company. The Parties agree that the Relocation Costs to be allocated between the parties shall be based on the use of the same approximate quantity, quality and type of Equipment and manner of construction for the new installation as was used for the original, subject to any adjustments required due to:

   (a) technological change or industry construction methods;

   (b) the need for an installation of greater length or other modifications due to, for example, space constraints or the presence of third party equipment; or

   (c) the undergrounding of aerial Equipment where required as part of the relocation where cost sharing is permitted under this Agreement.

9. **Relocation performed by Municipality**. If the Company fails to complete the relocation in accordance with **Section 7.1** of the Agreement, the Municipality may, at its option, upon reasonable final notice to the Company, complete such relocation and the Company shall pay the Municipality's Costs of the relocation.

Return to Top

Return to Top

FEDERATION OF CANADIAN MUNICIPALITIES
FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

fcm.ca

Return to Top

AUG 6 /2026

AFTER TEN AND A half YEARS I Find it's TIME TO STEP DOWN FROM THE WROXETER HALL Board.

GIVING YOU THIRTY DAYS NOTICE I will BE DONE SEPT 6/2026

BARB FISCHER will ALSO BE STEPPING DOWN ON THE SAid DATE.

[illegible signature]

[illegible signature]

Return to Top

Huron Perth
Public
Health

August 4, 2025

Re: September 30th – National Day for Truth and Reconciliation

Dear Mayor and Council,

We are reaching out to invite your municipality to join Huron Perth Public Health and communities across Ontario and Canada in recognizing September 30th as the National Day for Truth and Reconciliation. Together, we can honour this day through visible and meaningful acts such as raising The Survivors Flag or an Every Child Matters Flag, wearing orange, and supporting local acts of commemoration.

Reconciliation calls on each of us to listen, learn, reflect, and take part in meaningful action. Municipal governments are trusted community leaders, and your public recognition of this day can help create welcoming spaces for reflection, remembrance, and shared commitment.

At Huron Perth Public Health, we recognize that the residential school system has had lasting impacts on Indigenous Peoples, families, and communities, and that health and other inequities continue to be shaped by colonialism and anti-Indigenous racism. We are committed to learning, reflecting, and working alongside community partners in ways that support understanding, respect, and reconciliation, and build connection across our communities.

We are grateful to the municipalities that already recognize this important day, and we hope to continue building on this shared commitment together.

If helpful, the National Centre for Truth and Reconciliation, Government of Canada and Ontario websites offer background information and resources that may support local planning and reflection.

If you have any questions or would like additional information, please do not hesitate to contact the HPPH Health Equity Team at extension 3557 (leave a message) or alternatively you can send an email to healthequityvm@hpph.ca .

Thank you for considering this invitation. We hope you will join us in recognizing this important day.

Sincerely,

Miriam Klassen
Medical Officer of Health and CEO

Huron Perth Public Health
1-888-221-2133
hpph@hpph.ca
www.hpph.ca

Huron Office
77722B London Rd., RR #5
Clinton, Ontario
N0M 1L0

Perth Office
653 West Gore St.
Stratford, Ontario
N5A 1L4

Return to Top

Membership Minutes

Maitland CONSERVATION

Membership Meeting #7-2026

July 15, 2026

Members Present: Ed McGugan, Alvin McLellan, Matt Duncan, Anita van Hittersum, Alison Lobb, Sharen Zinn, Ed Podniewicz

Members Absent: Andrew Fornier, Megan Gibson, Evan Hickey, Vanessa McMillan

Staff Present: Phil Beard, General Manager-Secretary-Treasurer
Jayne Thompson, Communications Coordinator
Patrick Huber-Kidby, Planning & Regulations Supervisor
Jeff Winzenried, Supervisor of Flood Forecasting
Michelle Quipp, Executive Assistant

Others Present: Denny Scott, Midwestern News Media

1. Call to Order

Chair Ed McGugan, welcomed everyone and called the meeting to order at 7:03pm.

2. Declaration of Pecuniary Interest

There were no pecuniary interests at this time.

3. Minutes

Motion FA #76-26
Moved by: Anita van Hittersum **Seconded by**: Alison Lobb
THAT the minutes from the General Membership Meeting #6-2026 held on June 17, 2026, be approved.
(carried)

4. Business Out of the Minutes

a) Sediment Bypass Project-Timing for Approval of Contract: Report #43-2026

Return to Top

Report #43-2026 was presented and the following motion was made:

Motion FA #77-26
Moved by: Alison Lobb **Seconded by:** Alvin McLellan
THAT the Members delegate the awarding of the contract to the Chair and Vice Chair and report back to the full membership at the August Members Meeting.
(carried)

5. Business Requiring Direction and/or Decision:

a) Summary Pre Transition Committee Meeting held on July 6: Report #44-2026

Report #44-2026 was presented for the members consideration.

b) Minister's Direction 2027 Work Plan & Budget: Report #45-2026

Report #45-2026 was presented for the members consideration.

c) Awarding of Contract-Watershed Hydrology Model: Report #46-2026

Report #46-2026 was presented to members for their consideration.

Motion FA #78-26
Moved by: Alvin McLellan **Seconded by:** Alison Lobb
THAT the Members award the MVCA Flood Forecasting Hydrology Model project to Heron Hydrologic Ltd. for the development of the HEC-HMS watershed hydrology model in the amount of $69,653.20 (including HST) and authorize staff to proceed with additional project components within the approved project budget.
(carried)

d) Purchasing Policy Amendment: Report #47-2027

Report #47-2026 was presented and the following motion was made:

Motion FA #79-26
Moved by: Alison Lobb **Seconded by:** Matt Duncan
THAT an amendment is made to MVCA's Purchasing Policy and Procedures to allow the General Manager Secretary Treasurer and Admin. Finance Coordinator to authorize cheques over $20,000 until a new Chair and Vice Chair are elected by the Members.
(carried)

6. Consent Agenda

The following items were circulated to the Members for their information:

a) Revenue/Expenditure Report for June: Report #48-2026
b) Agreements Signed: Report #49-2026

Motion FA #80-26
Moved by: Matt Ducan **Seconded by:** Alvin McLellan
THAT Report #48-2026 to Report 49-2026 along with the respective motions as outlined in those reports be approved.
(carried)

7. Chair and Member Reports

Anita van Hittersum reported that MVCA Supervisor of Flood Forecasting , Jeff Winzenried, attended the North Huron council to discuss the updated flood mapping of Wingham, and it was well received.

Alvin McLellan reported that he and Ed McGugan attended the Huron County Council meeting and discussed the amalgamation.

The members discussed a request from a member of the public to continue to advocate against amalgamation, the members identified the need to develop a communication strategy that focuses on what we think is needed to have a healthy resilient watershed going forward.

Motion FA#81-26
Moved by: Anita van Hittersum **Seconded by:** Matt Duncan
THAT a communication strategy is to be developed regarding what is needed to have healthy and resilient watersheds and the design of the new regional conservation authority.
(carried)

8. Adjournment

Next Meeting Date, Wednesday, August 26, 2026, at 7:00pm at the Administration Centre in Wroxeter.

Motion FA#82-26
Moved by: Matt Duncan **Seconded by:** Alison Lobb
THAT the Members Meeting be adjourned at 8:06pm.
(carried)

Ed McGugan Phil Beard

Return to Top

Ed McGugan
Chair

Phil Beard
General Manager / Secretary-Treasurer

Ministry of
Municipal Affairs
and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

Ministère des
Affaires municipales
et du Logement

Bureau du ministre

777, rue Bay, 17e étage
Toronto (Ontario) M7A 2J3
Tél. : 416 585-7000

Ontario

234-2026-3320

September 10, 2026

Dear Head of Council,

I am writing to advise that the content of proposed regulations under the *Municipal Accountability Act, 2026*, which received Royal Assent on June 2, 2026, is now posted on Ontario's regulatory registry for public comment.

The Act represents a significant step toward strengthening accountability and public confidence in local government. If the changes made by this Act are brought into force, the Ministry of Municipal Affairs and Housing is proposing regulations that would:

1. Establish a standardized municipal code of conduct for members of council and certain local boards;
2. Establish standardized municipal integrity commissioner inquiry processes; and
3. Establish education and training requirements for municipal integrity commissioners and for members of councils and certain local boards.

I value your perspective as Head of Council and encourage you to provide comments through the Regulatory Registry on behalf of your municipality, including any views or feedback from members of council: Proposal for Regulations to Establish a Standardized Municipal Code of Conduct; Municipal Integrity Commissioner Processes and Education and Training Requirements | regulatoryregistry.gov.on.ca

The proposal is open for public comment until October 2, 2026. Feedback will help inform the development of these regulations and support their effective implementation for the start of the new municipal council term on November 15, 2026.

If you have any questions regarding the proposal, please contact Robert Dodd, Chief of Staff, Minister's Office, Ministry of Municipal Affairs and Housing Robert.Dodd@ontario.ca.

I look forward to receiving your input.

Sincerely,

Robert J. Flack

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

cc : Robert Dodd, Chief of Staff, Minister's Office, Ministry of Municipal Affairs and Housing
Martha Greenberg, Deputy Minister of Municipal Affairs and Housing
Laurie Miller, Assistant Deputy Minister, Local Government Division
Sean Fraser, Assistant Deputy Minister, Municipal and Housing Operations Division
Municipal Chief Administrative Officer
Municipal Clerk

Return to Top

Ministry of Energy and Mines

77 Grenville Street
6th Floor
Toronto ON M7A 2C1

Tel: (437) 223-1065

Ministère de l'Énergie et des Mines

77, rue Grenville
6e étage
Toronto ON M7A 2C1

Tél: (437) 223-1065

Ontario

MEMORANDUM TO: Chief Administrative Officers of Ontario Municipalities

FROM: Karen Moore
Assistant Deputy Minister
Strategic Network and Agency Policy Division

DATE: August 31, 2026

SUBJECT: **Broadband Resources for Ontario Municipalities**

As Ontario continues to make significant progress connecting every home and business to reliable, high-speed internet, municipalities play a critical role in supporting the deployment of broadband infrastructure in communities across the province.

Through close collaboration with municipalities, internet service providers (ISPs), utilities and other infrastructure partners, Ontario is advancing broadband projects efficiently and helping bring reliable connectivity to underserved areas.

Municipal leadership is essential in supporting broadband deployment by facilitating permitting processes, negotiating municipal access agreements, providing rights-of-way (ROW) access and working with proponents to keep projects moving forward.

The Ministry of Energy and Mines (MEM) would like to highlight several resources available to help municipalities support broadband deployment and advance projects in communities across Ontario. These resources are attached to this email and, where available, can also be accessed through the links below:

- Building Broadband Faster in Ontario Guideline Version 5.0
- Ontario Broadband Expansion: Key Messages for Municipalities
- Municipal Access Agreement (MAA) Template
- Federation of Canadian Municipalities (FCM) Telecommunications Rights-of-Way Handbook
- Infrastructure Ontario's Advancing Designated Broadband Projects Guides (available via the Broadband One Window Resource library):
  - Running Lines, Depth Requirements and Aerial Infrastructure
  - Asset Management Plans, Causal Costs and Fees

Additional broadband resources are also available through the Rural Ontario Municipal Association (ROMA)'s Rural Connectivity webpage.

Return to Top

The Building Broadband Faster in Ontario Guideline provides updated guidance to support municipalities in understanding broadband deployment processes and responsibilities under the *Building Broadband Faster Act, 2021* (BBFA). Key updates include information on new make-ready work requirements for Hydro One, and updated guidance on the roles and responsibilities regarding ROW access and permit applications for ISPs and municipalities, underground and aerial deployment, and permitting processes for other regulated areas, such as railway crossings and conservation areas.

MEM has also enhanced the [Ontario Connects webpage] and the [Ontario High-Speed Internet Projects & Availability Map] to provide greater transparency on broadband deployment progress across the province. The updated map includes project-level progress indicators such as planning and preparation activities, fibre deployment and wireless construction milestones. It will be updated quarterly to provide municipalities and residents with timely information on the status of broadband projects in their communities. Municipalities are encouraged to use the map to stay informed of local project activity and help respond to resident inquiries regarding broadband expansion.

The province is committed to working collaboratively with municipalities to support broadband expansion. At the same time, we continue to encourage municipalities to take active steps to enable and expedite broadband deployment by working constructively with project proponents and applying municipal tools and processes in a manner that supports efficient project delivery.

Infrastructure Ontario's Technical Assistance Team (TAT) continues to provide support to municipalities and project proponents on broadband-related matters. Municipalities seeking technical assistance related to specific projects are encouraged to contact TAT directly at TAT@infrastructureontario.ca.

For specific broadband policy or program questions, or if you require alternative formats or French versions of the supporting materials, please contact the Ministry of Energy and Mines at broadband@ontario.ca.

Thank you for your continued partnership and leadership as we work together to connect every community to reliable, high-speed internet by the end of 2028.

Sincerely,

Karen Moore
Assistant Deputy Minister

cc.
Adela Wan
Director, Broadband Expansion and Connectivity Branch,
Ministry of Energy and Mines

Return to Top

Building Broadband Faster in Ontario

A guideline to support accelerated broadband deployment

Version 5.0

Ontario

Return to Top

Building Broadband Faster in Ontario

A guideline to support accelerated broadband deployment

Version 5.0

Return to Top

Contents

Part 1: Introduction

A. Guideline 5.0

Introduction

The Government of Ontario has committed almost $4B to provide access to reliable, high-speed internet in every region of Ontario by the end of 2028.

The *Building Broadband Faster Act, 2021* (BBFA) and the *Ontario Energy Board Act, 1998* (OEBA) amendments were introduced to expedite the delivery of provincially Designated Broadband Projects by removing deployment barriers. Further amendments through the *Getting Ontario Connected Act, 2022* streamlined processes for Designated Broadband Projects and mandated Dedicated Locators under the *Ontario Underground Infrastructure Notification System Act, 2012* (One Call Act).

Since the introduction of the BBFA, the Province has consistently identified the expectation that all partners involved in broadband deployment would work collaboratively to further reduce administrative barriers, support timely broadband deployment, and contain costs.

Version History

Table 1.1: Overview of the key updates for each version of the Guideline to date.

Version 1.0 November 2021	The Building Broadband Faster in Ontario Guideline (Version 1.0) provided best practices, processes, and timelines for broadband stakeholders to support faster deployment. Version 1.0 included a Statement of Intent that signaled the province's plan to introduce a suite of additional measures to support broadband deployment, including new legislative and regulatory requirements.
Version 2.0 August 2022	The Guideline (Version 2.0) reflected the new legislative and regulatory requirements that came into effect after the release of Guideline 1.0. These included BBFA amendments to further address barriers related to municipal permitting timelines and data sharing, One Call Act requirements related to the dedicated locator model, and OEBA regulations on timelines and processes for pole attachments and make-ready work.
Version 3.0 August 2023	The Guideline (Version 3.0) reflected additional legislative and regulatory guidance changes as well as, including a process for resolving disputes resolution process between broadband stakeholders, and a framework to support for cost-sharing for pole attachments and update make-ready work.
Version 4.0 January 2025	The Guideline (Version 4.0) was updated to provide additional guidance to support successful implementation of legislative and regulatory requirements including enhanced instructions on expediting municipal right of way access, adjustments to the dedicated locator model to support ISPs in obtaining locates, and updates on available tools and resources to reduce make-ready work to optimize aerial deployment.
Version 5.0 August 2026	The Guideline (Version 5.0) provides guidance on new regulatory requirements from amendments to O. Reg. 410/22 under the OEBA. These amendments aim to reduce make-ready work obstacles by simplifying service level requirements for LDCs; supporting fair cost sharing between ISPs and LDCs; and enabling greater operational flexibility and accountability for LDCs. Version 5.0 also includes updated guidance on make-ready performance timelines and cost apportionment. New guidance on navigating the Conservation Authorities permitting process is also included.

Guideline 5.0

Return to Top

Guideline 5.0 provides updated guidance to reduce deployment barriers, align with current legislative and regulatory requirements, and support implementation of the BBFA.

In summary, Guideline 5.0, aligning with legislation and regulations, includes the following updates:
- Expanded guidance on underground deployment techniques to accelerate program delivery.
- Revised Aerial Route Performance Timelines (PTs) under O. Reg. 410/22.
- Hydro One's updated make-ready operational model, capacity requirements, and material-deficiency rules on Hydro One's owned poles.
- New cost-apportionment rules for make-ready work on Internet Service Provider (ISP)-owned poles.
- Guidance on navigating the Conservation Authorities (CAs) permitting.
- Describes Duty to Consult (DTC) requirements.
- Reflects that the Ministry of Energy and Mines (MEM) is now responsible for provincial broadband programs.

B. Key Regulatory Updates

The Province amended Ontario Regulation 410/22 under the OEBA in Fall 2025 to:
- Set out requirements for Hydro One to provide ISPs with access to a fixed number of distribution poles on a schedule until the overall program completion deadline and to report monthly on its progress,
- Require Hydro One to provide quarterly forecasts setting out the number of distribution poles it intends to complete make-ready work per quarter until the work required to respond notices is completed,
- Adjust the application of material deficiency provision for Hydro One so that they only apply after a certain amount of make-ready work has been completed, ensuring timely pole access,
- Require all LDCs, except for Hydro One, to provide ISPs with access to a distribution pole within 180 days from the day it receives a notice,
- Change the cost apportionment rules to prohibit LDCs from charging ISPs to recover a contribution towards its costs for make-ready work on distribution equipment that is located on or attached to ISP-owned poles, and
- Clarify that the regulation applies to LDC make-ready work on any part of the LDC's distribution system, including distribution infrastructure located on poles owned by third parties (i.e., an infrastructure owner other than an LDC, such as an ISP) and require LDCs to bear the costs of any make-ready work on these poles related to the distribution system.

The amendments to O. Reg. 410/22 went into effect November 1, 2025 to promote efficiency by allowing ISPs and LDCs to better collaborate on deployment. The amendments to O. Reg. 410/22 impacting LDCs are summarized in Table 1.2 below:

Ramp Up November 2025 - May 2026	**Regular Period June 2026 – November 2027**	**Close-Out Period November 2027 – End of June 2028**	**Other LDCs**
Performance Target: Hydro One must make reasonable efforts to provide access to 30,000 poles by May 31,2026. If Hydro One does not meet the ramp-up	Performance Target: Starting June 1, 2026, Hydro One must provide access at a rate of 10,000 poles per month until the end of the program. * If Hydro One exceeds the required rate for poles, the excess may be	Performance Target: Continue to provide access at a rate of 10,000 poles per month. From December 2027 to June 2028, Hydro One may make up missed monthly targets and has until July 1, 2028, to clear	Access Requirements Performance Target: All LDCs, excluding Hydro One, are to provide ISPs with pole access within 180 days from the day it receives a

performance target for any reason, they must address the deficit by the end of June 2026.	applied to rates in subsequent months.	any remaining deficits. Hydro One may issue material deficiency notices starting Jan 1, 2028.	notice.

** There are two exceptions to Hydro One meeting monthly performance targets: (1) 'force majeure' event, for which deficits must be cleared within a 6-month period; or (2) if one or more Proponents fail to contribute their share of make-ready costs, impacting more than 50% of poles across projects.*

Note: Permits submitted on or after November 1,2025 are also subject to 10,000 poles per month until the end of the program.

Application for Utility Infrastructure Poles

- The Regulation applies to make-ready work on any part of the LDCs distribution system, including distribution infrastructure on third-party-owned poles.
- LDCs must bear costs for any make-ready work on these poles related to the distribution system.

Additional Make-Ready Investment

In 2024, the Government of Ontario made a significant investment to address rising make-ready costs. In 2026, the investment was updated to support Hydro One's new regional operational model, providing more funds for make-ready work on ISP-owned poles, and align with amended O. Reg. 410/22 through O. Reg. 248/25.

O. Reg. 248/25 is a regulation under the OEBA amending O. Reg. 410/22 to streamline the LDC-owned pole attachment process, most notably by updating performance timelines for LDCs such as Hydro One, including monthly throughput targets, refining material deficiency requirements, and adding clearer reporting expectations. Under amended O. Reg. 410/22 LDC's cannot charge Utility Infrastructure Owners for make-ready work involving distribution equipment on poles not owned by the LDC. As such, the Province introduced a new subsidy to support LDC make-ready work on ISP-owned poles.

The operational model to deliver the investment has been updated and now has three components:

1. Broadband Program Enablement Costs (BPEC): a full offset of the administrative cost line items excluding HST.
2. Make-ready Work:
    a. A percentage (%) credit applied to the final invoice in respect of an Application for Joint Use based on the level of make-ready work required to facilitate attachment.
    b. A fixed per-pole credit for ISPs enrolled in Hydro One's regional operational model.
3. Utility Infrastructure Owned Poles:
    a. A percentage (%) subsidy covering costs of make-ready work on Utility Infrastructure Owner Poles.

To qualify for the make-ready work subsidy, ISPs must be conducting make-ready for aerial deployment on Hydro One poles as part of a Designated Broadband Project. These investments aim to reduce financial pressure on ISPs.

For any questions related to the make-ready investment subsidy, please contact the Technical Assistance Team at TAT@infrastructureontario.ca.

Return to Top

Administrative Changes

Effective April 17, 2025, Order in Council 439/2025 transferred responsibility for broadband matters and programs from the Ministry of Infrastructure to the Ministry of Energy and Mines (MEM). All Provincially funded Designated Broadband Projects, along with associated legislation and regulations now fall under MEM.

Specific statutes, legislation and regulations transferred to the MEM include:

- Building Broadband Faster Act, 2021; and
- Ministry of Infrastructure Act, 2011 pertaining to broadband matters.
- Ontario Infrastructure and Lands Corporation Act, 2011, paragraph 4 of s. 4(1) concerning the powers, duties and functions delegated to the Ontario Infrastructure and Lands Corporation under the Ministry of Infrastructure Act, 2011 in respect of broadband matters and the BBFA,2021.

Return to Top

Part 2: General and Administrative Provisions

A. Purpose, Background & Target Audience of the Guideline

Purpose of the Guideline

This Guideline is a companion to the BBFA and supports provincially funded broadband projects, including the Accelerated High-Speed Internet Program (AHSIP), Improving Connectivity for Ontarians (ICON), and other Designated Broadband Projects, with the objective of delivering high-speed internet to all communities by the end of 2028.

The Guideline is designed to improve coordination and engagement among project delivery partners by streamlining processes for attaching wireline infrastructure to LDC-owned poles and securing timely access to municipal and provincial rights-of-way (ROWs). Timely access to LDC poles and ROWs is critical for ISPs, and the efficiencies set out in this Guideline support reduced costs, complexity, and deployment timelines.

The Guideline may be used by LDCs, ISPs, their contractors, Government of Ontario ministries, Infrastructure Ontario (IO), municipalities, Indigenous communities, and partner agencies, including the Electrical Safety Authority (ESA), Ontario One Call and the OEB.

Consistent with applicable legislation and regulations, the Guideline aims to:

- Encourage early, good-faith collaboration.
- Support the safe, timely, and cost-effective delivery of Designated Broadband Projects.
- Advance the Ontario government's goal to connect every region in Ontario to reliable, high-speed internet by the end of 2028.
- Facilitate timely, reasonable access to municipal ROWs and LDC owned poles.

This Guideline also:

- Describes the BOW, an electronic system that supports the design, construction, and management of AHSIP and other Designated Broadband Projects, and enables improved information sharing through the provision of infrastructure data.
- Provides that IO will operate the BOW platform and help mediate informal disputes, establishes the role of TAT to provide practical support, and informal assistance to ISPs, LDCs, and municipalities in implementing the Guideline and Designated Broadband Projects.

Background

While the Government of Ontario has been working to expand access to high-speed internet throughout the Province for several years, the COVID-19 pandemic highlighted the essential role of reliable high-speed internet for participating fully in today's economy, including through the workplace, educational institutions, telemedicine, and online commerce.

To address this, Ontario has committed nearly $4 billion to connect every region to high-speed internet by the end of 2028. This is the largest single investment in high-speed internet, in any province, by any government in Canadian history.

Broadband Data Coverage

Broadband coverage data is used to support planning, program design, and eligibility assessment for broadband initiatives; however, coverage data may not always fully reflect on-the-ground service availability or recent network changes. Discrepancies can arise due to differences in data sources,

Return to Top

reporting cycles, service quality assumptions, or recent construction activity not yet captured in published datasets.

For questions related to national broadband coverage data, methodology, or reported availability, Proponents and other Delivery Partners should refer to Innovation, Science and Economic Development Canada (ISED), which is responsible for the collection, validation, and publication of broadband availability data across Canada. ISED also provides mechanisms for Delivery Partners to raise concerns regarding potential data gaps or inaccuracies.

Where Proponents believe broadband coverage data does not accurately reflect service conditions in a project area, they are encouraged to engage directly with ISED, while continuing to coordinate with delivery partners on project-specific planning and deployment considerations.

B. Roles and Responsibilities

To Whom this Guideline Applies

This Guideline is intended to apply to:

- Proponents, that have entered into a Transfer Payment Agreement with the Government of Ontario for Designated Broadband Projects.
- LDCs operating in areas with Designated Broadband Projects or otherwise anticipate performing or supporting high-speed internet projects and wish to adopt leading practices.
- Ontario municipalities whose boundaries include Designated Broadband Projects.
- Members of Ontario One Call (i.e., owners/operators of underground infrastructure) in submitting and responding to locate requests relating to underground infrastructure.
- Dedicated Locators / Dedicated Locate Service Providers (DLSPs) carrying out locates relating to underground infrastructure for Designated Broadband Projects.
- Other infrastructure owners or parties whose assets or cooperation are within a ROW required to carry out a Designated Broadband Project.
- Indigenous communities and organizations.

This Guideline may also be beneficial to construction contractors, engineering providers, GIS providers, and surveyors.

Roles of the Ministry of Energy and Mines (MEM)

MEM is responsible for implementing and enforcing the regulatory and legislative framework to ensure timely delivery of Designated Broadband Projects. In this role, it may:

- Provide clarification of legislative or regulatory requirements, if needed, to TAT.
- Support engagement with partner ministries and government agencies, including oversight and implementation of engagement strategies to ensure readiness of project delivery partners.
- Assess and address complaints brought to the Ministry directly or indirectly through TAT.
- Execute and oversee all legal funding agreements for Designated Broadband Projects as part of its obligations under the *Financial Administration Act, 1990* and associated policies and directives.
- Update the Guideline to provide transparency and set Delivery Partner expectations.

Additionally, if needed, the Minister of Energy and Mines may use their authorities under the BBFA.

Roles of Infrastructure Ontario (IO)

- Oversee the Broadband One Window (BOW), including platform development, maintenance, user training and use, as well as support project reporting, municipal and 3rd party pole attachment permitting, and support resolution requests on a common platform.
- Oversee TAT to monitor ISP project progress on AHSIP and support ISPs, municipalities, LDCs and other infrastructure owners through permit coordination, technical and administrative support, and informal dispute resolution.
- Develop processes to establish means and methods to support AHSIP Projects and as may be determined, other activities of Designated Broadband Projects.
- Assess risk and mitigation options across AHSIP through effective coordination with Delivery Partners as well as relevant ministry and agency partners.

Role of the Technical Assistance Team (TAT)

The TAT can support ISPs, LDCs and municipalities by:

1. Supporting early onboarding by sharing lessons learned and how to apply the available technical resources to help Proponents avoid material deficiencies and reduce time and cost by addressing issues upfront.
2. Providing technical assistance, negotiation support and quality assurance to various permit and authorization applicants.
3. Provide guidance to new ISP applicants based on lessons learned and give technical guidance related to application requirements *prior* to application submission, to ensure applications are accurate and concise, and to expedite timelines.
4. Provide extra support for those smaller municipalities and LDCs who may struggle to meet the demands of the AHSIP.
5. Work with Proponents, LDCs, municipalities and other parties involved in the deployment of broadband to reduce barriers for Designated Broadband Projects.

TAT may also:

1. Provide informal non-binding mediation to help manage conflicts and support collaborative resolution.
2. Deliver quality assurance and application support to reduce errors and missing information in permit and authorization submissions.
3. Offer technical expertise to interpret standards and identify compliant approaches to accelerate broadband deployment within the regulated safety framework.

To reach TAT, parties may use the Support Request module in BOW or email TAT@infrastructureontario.ca.

Role of Parties in Designated Broadband Projects

This Guideline provides best-practice guidance for all parties involved in Designated Broadband Projects, which are being funded by Ontario, in accordance with current legislation and regulations.

The provincially funded project delivery partners are expected to engage in good faith, without prejudice, in the spirit of partnership and collaboration to ensure the safe deployment and ongoing operation of broadband, municipal, transportation, electrical, and other infrastructure assets.

The legislative authorities outlined in the OEBA and its regulations and the BBFA and its regulations serve as backstops in the event negotiations are unsuccessful, and legislative or regulatory compliance is at risk.

C. Applicable Law

This Guideline is intended to apply to any Designated Broadband Project.

Applicable Law

Nothing in this Guideline limits any party's obligations to comply with applicable law, including the latest versions of:

- The BBFA and regulations made pursuant to the BBFA.
- The OEBA and regulations made pursuant to the OEBA.
- O. Reg. 22/04 (Electrical Distribution Safety) made pursuant to the *Electricity Act, 1998*.
- Canadian Standards Association C22.3 No.1, the Electrical Distribution Safety regulation notes CSA Standard C22.3 No. 1:15 (or latest) for overhead distribution lines and CSA Standard C22.3 No. 7-15 for underground systems as amended from time to time.
- *Occupational Health and Safety Act, 1990* (OHSA) and Regulations.
- O. Reg. 164/99 (Electrical Safety Code) made pursuant to the *Electricity Act, 1998* ("Ontario Electrical Safety Code" or "OESC").
- One Call Act.

D. Bulletins

MEM may issue bulletins to this Guideline to provide timely clarification on issues, conflicts or misunderstandings. Bulletins will be posted as supplements to this Guideline, with provincially funded project delivery partners to subscribe to an Really Simple Syndication (RSS) feed for posted updates.

E. Duty to Consult

The Ministry of Energy and Mines (MEM) has a constitutional obligation to consult Indigenous peoples when the Crown contemplates decisions or actions that may adversely impact an established or credibly asserted Aboriginal or treaty rights under section 35 of the *Constitution Act,* 1982., such as funding a proposed broadband infrastructure project.

While broadband infrastructure is likely to be privately constructed, owned, and operated, these projects may receive various levels of public funding. Sound communication and coordination between potential funding recipients/proponents and MEM, as well as Infrastructure Ontario (IO) and federal funding partners, is necessary to ensure that MEM's Duty to Consult and where required, duty to accommodate, is met.

Before a project contract is awarded, the Ministry's best practice is to request that the proponent obtain consent and approval from the potentially impacted Indigenous community or communities, documented through a Band Council Resolution (BCR). A BCR is a formal decision made by the elected Chief and Council of a First Nation under the authority of the *Indian Act and* is typically required for any activities taking place on reserve lands. It is used to officially communicate the community's position, confirm support or consent for a proposed activity, and provide a clear record of the Council's decision for government and project partners.

Once a project contract has been awarded to a proponent, MEM undertakes the following activities to assess whether the Duty to Consult applies:

Return to Top

- Identifying Indigenous communities whose rights may be impacted by a proposed broadband project.
- Assessing whether the Duty to Consult applies to the proposed project.
- Determining the appropriate level of consultation required.
- Facilitating information exchange among recipients/proponents, Indigenous communities, IO, and federal funding partners throughout the lifecycle of the broadband project.
- Evaluating whether accommodation measures are warranted.
- Documenting all assessments, decisions, and relevant communications to ensure a comprehensive consultation record is maintained. This record will support the Crown in determining whether consultation has been carried out appropriately.

Part 3: Municipal Rights-of-Way (ROWs)

A. Expectations of ISPs

I. Municipal Deployment Best Practices

Expectations of ISPs

ISPs are expected to be collaborative partners to municipalities by engaging in the following practices, including prioritizing buried deployment where feasible:

- **Early technical alignment with TAT:** Given the complexity of municipal ROW deployment (including buried construction), ISPs are encouraged to engage TAT early to confirm that proposed designs, construction techniques, and permit submissions are appropriately tailored to local corridor conditions.
- **Early engagement and forecasting of work:** ISPs should work with municipalities early and consistently to scope planned work, align on resource needs, and establish high-level schedules and deployment methods. They must provide accurate project details to help municipalities anticipate and mitigate disruptions, such as road closures, conflicts with capital plans, or impacts on asset management plans. If contractors or vendors are involved, ISPs should formally share all relevant project contacts and delegated responsibilities to the municipality.
- **Negotiate a mutually beneficial program:** Designated Broadband Projects are mutually beneficial to both ISPs and Rural municipal constituents. In case of future municipal capital implementations that require the move of the ISP's infrastructure, it is expected that the ISP and the municipality share in this cost. ISPs and municipalities should negotiate a cost-sharing approach that reflects both community benefit from broadband access and the potential municipal maintenance impacts. Agreements should follow Canadian Radio-Television and Telecommunications Commission (CRTC) principles for fair and reasonable cost allocation.
- **Municipal Consent/Permitting:** ISPs are expected to submit complete and compliant municipal permit(s). Municipalities may reasonably charge fees for the labour required to review a permit. If fees seem inconsistent with regulated guidelines or reviews are delayed due to constraints, ISPs should raise the issue with TAT.
- **Adhere to Safe Excavation Standards:** ISPs are expected to adhere to municipal and industry guidelines for safe excavation and road restoration, including maintaining a safe distance from roads, considering utility locates, controlling the plow's depth, and following accepted excavation practices. Both ISPs and municipalities can reference section 4.B below regarding the 1 metre hand dig requirement.
- **Leverage TAT:** ISPs should involve TAT if they encounter challenges with municipal collaboration, deployment methods, ROWs access requirements, stalled negotiations, or any other concerns.

Concurrent Municipal Access Agreement Negotiation and Permit Submissions

Where a municipality requires or requests an MAA as part of municipal consent under section 43 of the *Telecommunications Act, 1993*, ISPs are highly encouraged to pursue MAA negotiations in parallel with permit submissions. Execution of an MAA is not required in all cases and the expectation is that it should not be used to delay or restrict BBFA ROW access (see applicable requirements in O. Reg. 436/22, s. 5.1(1).).

Simultaneous Progression of MAAs and Permits

Under the BBFA and its regulations, specifically O. Reg. 436/22, s. 5.1, municipalities may not require the execution of an MAA as a precondition to providing municipal ROW access or processing permit applications. While municipalities may request that ISPs commit to negotiating an MAA in good faith, MAA discussions must not delay or suspend permitting activities for Designated Broadband Projects. ISPs are highly encouraged to advance permit applications and construction planning concurrently with MAA negotiations, ensuring that infrastructure deployment can proceed while longer-form legal and commercial terms are finalized.

Proactive Coordination

ISPs are expected to engage municipalities early and transparently by:

- Clearly communicating the scope, timing, and sequencing of permit submissions.
- Identifying which MAA provisions are time sensitive versus those that can reasonably continue post construction.
- Confirming interim practices for restoration, liability management, and future relocation while negotiations remain ongoing.

Early coordination helps municipalities manage internal workloads, anticipate permit volumes, and align review capacity without relying on MAAs as a prerequisite.

Good-Faith Negotiation Without Deployment Delay

ISPs and municipalities are expected to negotiate MAAs in good faith and in parallel with permitting, recognizing that MAAs often require extended legal review, council approvals, or customization to local circumstances. These realities should not delay permits or construction of Designated Broadband Projects.

Where specific MAA terms remain unresolved, parties are encouraged to document interim understandings through letters of intent, memoranda of understanding, or agreed-upon practices that allow deployment to continue while negotiations are completed.

Escalation and TAT Support

If MAA negotiations are used, either explicitly or implicitly, to delay permits, restrict access, or halt construction, ISPs should promptly engage TAT for support. TAT may assist by:

- Clarifying regulatory expectations with municipalities.
- Facilitating tri-party discussions to decouple permitting from legal negotiations.
- Escalating unresolved issues through IO and, where necessary, to MEM when deployment timelines are materially at risk.

Leveraging Pre-Consultations and Pre-Consultation Agreements to Accelerate Permit Approvals

ISPs are encouraged to leverage pre-consultations and, where appropriate, pre-consultation agreements with municipalities to proactively align on deployment approaches, permitting expectations, and review processes in advance of formal permit submissions. Early, structured engagement reduces rework, improves predictability, and accelerates municipal permit approvals for Designated Broadband Projects.

Purpose and Value of Pre-Consultations

- Pre-consultations provide an opportunity for municipalities and ISPs to align early on technical, operational, and administrative considerations before permit applications are formally submitted, reducing the likelihood of delays caused by redesigns, incomplete submissions, or misaligned expectations.
- These engagements are particularly effective in municipalities facing high permit volumes, limited staff capacity, or concurrent infrastructure activity, where proactive coordination can materially reduce downstream friction.

Scope of Pre-Consultation Discussions

During pre-consultations, ISPs and municipalities are encouraged to collaboratively discuss:

- Anticipated scale, timing, and sequencing of broadband deployment within the municipality, including expected permit volumes and submission cadence.
- Preferred running lines, construction methods (e.g., road-edge plowing, drilling, trenching), and locations where site-specific constraints may apply.
- Municipal asset management plans, capital works schedules, and known constraints that could affect deployment or future relocation considerations.
- Permit review workflows, service level expectations, and primary points of contact on both sides to support efficient coordination throughout construction.

Pre-Consultation Agreements and Standardization

Where beneficial, municipalities and ISPs may formalize outcomes of pre-consultations through pre-consultation agreements, written understandings, or standardized frameworks, such as:

- Pre-approved or conditionally approved running lines.
- Agreed-upon construction techniques for specific road classifications or corridors.
- Standard permit conditions or drawing requirements applicable across multiple permit submissions.

These mechanisms help streamline permit review by allowing municipal staff to focus on compliance with agreed parameters rather than reassessing foundational assumptions for each application.

Managing Capacity and Permit Volume Through Early Coordination

Pre-consultations enable municipalities and ISPs to proactively manage workload and capacity, particularly where large volumes of permits are anticipated over compressed timelines. By aligning early on submission schedules and review expectations, municipalities can better plan internal resources while ISPs can sequence work to avoid bottlenecks that may otherwise trigger escalation.

Role of TAT in Supporting Pre-Consultations

TAT is available to support pre-consultation efforts by:

- Facilitating joint discussions where alignment and/or coordination has proven difficult.
- Providing technical guidance on running lines, construction methods, and best practices drawn from provincial workshops and industry research.
- Helping document agreed upon approaches to support consistent interpretation during permit review.

Where pre-consultation efforts are unsuccessful or breakdowns in collaboration begin to impact permit timelines, TAT may engage more formally in accordance with its municipal engagement and escalation framework.

Return to Top

II. Escalation and Enforcement Context

Municipal Escalation Triggers and Early-Issue Diagnosis

Early identification of municipal issues is critical to preventing permit delays, deployment slowdowns, and the need for formal escalation. ISPs, municipalities, and TAT are expected to proactively identify emerging risks and address them at the earliest possible stage.

Early-Issue Diagnosis
Many municipal challenges originate from capacity constraints, misaligned expectations, or miscommunication, rather than deliberate obstruction. Early diagnosis focuses on identifying the root cause of an issue before timelines are materially impacted. Indicators requiring early attention may include:

- Inconsistent or delayed responses during pre-consultations or permit reviews.
- Repeated requests for revised designs without clear technical rationale.
- Emerging concerns related to running lines, construction methods, or asset management conflicts.
- Signals that municipal staffing or review capacity may be insufficient to manage anticipated permit volumes.

Escalation Triggers
Escalation may be warranted when early interventions do not result in timely progress or when issues begin to pose a material risk to deployment timelines. Escalation triggers may include:

- Non-compliance with legislated permit review timelines under the BBFA.
- Persistent municipal moratoria, by-laws, or policies that inhibit broadband deployment methods.
- Excessive or noncompliant fee structures inconsistent with regulated cost recovery principles.
- Breakdowns in collaboration, including non-responsiveness or refusal to engage in good-faith discussions.
- Repeated delays despite prior alignment efforts, site meetings, or technical clarification.

Role of TAT in Diagnosis and Escalation
TAT plays a central role in validating escalation triggers, documenting engagement history, and distinguishing between resolvable operational issues and matters requiring higher level intervention. Before escalation, TAT will typically:

- Confirm the factual record, timelines, and points of contention.
- Assess whether reasonable, good-faith efforts have been exhausted.
- Identify the most appropriate resolution pathway (technical, commercial, or policy-driven).

Where escalation proceeds, it is supported by clear documentation outlining the root cause, actions taken to date, and the specific outcome required to unblock deployment.

Enforcement Context: Ministerial Powers and Authorities

Under the BBFA, the Province established authorities to prevent municipal ROW and permitting processes from unreasonably delaying Designated Broadband Projects, with Ministerial powers as a backstop where timelines are at risk:

Ministerial Authorities Under the BBFA

In accordance with the BBFA, municipalities with Designated Broadband Projects are required to provide ROW access and comply with applicable statutory requirements, including prescribed permit timelines and good faith negotiation requirements.

Under sections 12-14 of the BBFA, the Minister notify a municipality that ROW access is required, and the municipality and a Proponent must enter reasonably promptly into negotiations to agree on terms for ROW access where such access is necessary for a Designated Broadband Project.

If in the Minister's opinion, agreement cannot be reached despite reasonable efforts to do so, section 15 of the BBFA authorizes the Minister to issue an order prescribing the terms and conditions of access, which both parties are required to follow. Ministerial orders may include provisions related to mitigation measures, liability, compensation, technical standards, and dispute resolution.

Role of Enforcement in the Escalation Continuum
While the Minister has broad discretion, ministerial intervention is intended as a measure of last resort, applied only after reasonable, good-faith efforts to resolve issues through engagement, pre-consultation, and TAT support have been exhausted.

Escalation to the Minister is typically informed by documented evidence of persistent barriers, such as non-compliance with permit timelines, moratoria or by-laws impeding deployment, or unresolved disputes that continue to delay construction.

B. Expectations of Municipalities

Expectations of Municipalities

Municipalities are a key delivery partner and are expected to make their best efforts to collaborate with ISPs to negotiate deployment terms and manage right-of-way (ROW) access, including:

- **Running Line and Installation Depth Requirements:** Municipalities should, when possible, accommodate ISPs proposals for running lines and installation depth. Any deviations imposed through by-laws or through an MAA should be justified by legitimate technical, geographic limitations or planned capital works projects.
- **New Aerial Infrastructure Proposals**: In rural areas requiring aerial deployment, ISPs may propose new poles or additional pole lines. Municipalities should seek to accommodate new pole installations in the public ROW where possible and avoid moratoriums on new pole lines, recognizing the deployment speed and cost efficiencies of aerial infrastructure.
- **Alignment with Asset Management Plans**: Municipalities are expected to collaborate and negotiate reasonably with ISPs to align deployment plans with long-term asset management plans. Municipalities engage in good-faith negotiations with ISPs to agree on reasonable cost-sharing arrangements consistent with industry standards.
- **Reasonable application of Causal Costs when developing Permit Fees**: Municipalities are expected to calculate Municipal Consent Permit Application fees in a reasonable manner adhering to the tenets of cost recovery and cost neutrality.

Municipalities are also expected to be collaborative partners to ISPs by:

- **Providing access:** Under the BBFA, municipalities are required to provide access to municipal highways, ROWs, and municipally owned or controlled property for Designated Broadband Project construction or operation when requested by a Proponent (e.g., an ISP). In the context of aerial broadband deployment, Local Distribution Companies (LDCs) may also request municipal highway and ROW access on behalf of a Proponent of a Designated Broadband Project when the Proponent has contracted the LDC to complete make-ready work on aerial infrastructure (i.e., utility poles) required to safely accommodate broadband attachments. In such circumstances, where the LDC is acting on behalf of a Proponent, the request is considered to be made in furtherance of a Designated Broadband Project and the associated access requirements under the BFFA applicable to proponents are intended to apply. Where applicable, LDCs are encouraged to make clear in applications that ROW access is requested on behalf of a Proponent for construction or operational activities in support of a Designated Broadband Project. Additional information on the make-ready and aerial attachment process is available in Section 5 of this Guide.

- **Timely assessments and approvals of work:** Municipalities should respond, assess and approve or decline permit applications from ISPs in accordance with the applicable BBFA timelines. In the event of a material deficiency in the permit submitted, municipalities should notify ISPs promptly with clear indication of what is required to correct the application.
- **Leveraging TAT:** If collaboration challenges arise, such as concerns with deployment methods, asset impacts, communication absence, or stalled negotiations, municipalities are welcome to engage TAT for support.

By taking a collaborative approach when working with ISPs, municipalities can effectively support and enable the acceleration of broadband deployment in their communities.

Municipal Access Agreements

To expedite access to municipal property, municipalities that normally require MAAs prior to construction may consider adopting pre-cursor agreements (e.g. memorandum of understanding (MOU), or letter of intent (LOI)) that defer negotiation of certain details related to right-of-way access to a later date. A pre-cursor agreement can support timely ROW access for design and construction, while continuing to negotiate longer-form MAA terms in parallel.

In October 2024, the Eastern Ontario Regional Network (EORN), in partnership with the Province, developed a Municipal Access Agreement (MAA) template (MAA Lite) to support municipalities and ISPs in negotiating access to municipal ROWs and provide mutually agreeable terms governing the construction, maintenance, and operation of broadband infrastructure. The Province expects municipalities to leverage existing and new tools, including standardized agreements, and to work collaboratively with ISPs to prevent delays to broadband construction. Additional guidance on MAAs is available in the Telecommunications and rights-of-way: A handbook for municipalities published by the Federation of Canadian Municipalities.

Application of O. Reg. 436/22 (MAA as a Prerequisite)

Under O. Reg. 436/22 of the BBFA, municipalities may not require a proponent to enter into a legal agreement (including an MAA) as a condition of providing access to municipal ROWs or processing permit applications for Designated Broadband Projects. However, municipalities may require ISPs to commit in writing to negotiate an MAA in good faith as soon as reasonably possible as set out in section 5.1(2). MAA negotiations are expected to proceed concurrently with permitting and construction activities, rather than acting as a prerequisite to access through permits.

In practice, municipalities should avoid conditioning permit issuance, design approval, or construction start dates on the finalization of an MAA. Where additional assurance is required, municipalities and ISPs are encouraged to rely on interim instruments (e.g., LOI, MOU, or agreed interim practices) that allow deployment to continue while outstanding MAA terms are finalized.

To reduce redesign, permitting churn, and future disputes, municipalities and ISPs are encouraged to:
- Align early on key deployment assumptions (e.g., running lines, restoration expectations, and communication protocols).
- Share relevant information (e.g., known capital plans and asset management considerations) so deployment can be planned efficiently and avoid preventable conflicts.
- Maintain transparency on permit volumes, sequencing, and resourcing so that approvals can proceed predictably.

If parties require support to facilitate discussions on these agreements they may reach out to TAT.

Material Deficiency Boundary in MAA Negotiations

Municipalities and ISPs are expected to distinguish between material deficiencies that reasonably affect municipal risk, safety, or asset protection, and nonmaterial issues that should not delay ROW access, permitting, or construction for Designated Broadband Projects.

Municipalities may reasonably treat the following as material deficiencies where they directly relate to municipal interests and have not been addressed through interim measures:
- Absence of basic assurances related to restoration standards, liability, or indemnification for work within the municipal ROW.
- Lack of clarity on roles, points of contact, or communication protocols necessary to manage construction impacts and coordinate inspections.
- Failure to address known safety, engineering, or operational risks associated with the proposed work that cannot be mitigated through permit conditions or standard practices.
- Situations where an ISP has not committed to negotiating an MAA in good faith, where such a commitment has been reasonably requested.

The following are examples of material deficiencies are not typically considered reasonable and should not be used to justify delaying access, permits, or construction:
- Ongoing negotiation of commercial, legal, or policy terms that do not affect immediate ROW access (e.g., future relocation cost formulas, long term governance clauses, or template customization).
- Requests for agreement on terms exceeding regulated cost recovery principles or introducing land use or occupancy charges not permitted under applicable frameworks.
- Preference for a finalized MAA where interim instruments or agreed practices are already in place to manage construction, restoration, and risk.
- Broader policy alignment objectives or council level considerations that are unrelated to the specific access required for the Designated Broadband Project.

Where there is disagreement on whether an outstanding MAA issue constitutes a material deficiency, parties are encouraged to:
- Proceed with permitting and construction under interim arrangements where possible.
- Engage TAT early to help assess materiality, clarify regulatory expectations, and prevent delays from escalating unnecessarily.

Municipal Performance Timelines and Permit Review Service Levels

To support timely delivery of Designated Broadband Projects, municipalities are expected to review and respond to complete municipal consent and ROW permit applications within the applicable timelines set out under the BBFA.

Return to Top

Municipalities are expected to complete permit reviews within:

- 10 business days for applications requesting access to 30km or less of municipal ROW.
- 15 business days for applications requesting access to more than 30km of municipal ROW.

These timelines are intended to provide predictability, support deployment sequencing, and enable ISPs and Local Distribution Companies completing make-ready work construction on behalf of ISPs to plan construction activities with confidence.

The permit review timeline may be paused only where a permit application is materially incomplete or where additional information is reasonably required to complete the review. Where the permit review timeline is paused, municipalities are expected to:

- Clearly communicate the specific deficiencies or information required.
- Limit requests to information that is necessary to assess the application.
- Restart the review clock promptly once the requested information has been provided.

Repeated or incremental requests for information that could have been identified earlier, or requests unrelated to the permit review itself, should be avoided as they undermine the intent of the service level framework. Where municipalities are experiencing capacity constraints or unusually high permit volumes, early communication and agreed sequencing of submissions can help maintain compliance with service levels while managing workload pressures.

Persistent failure to meet prescribed review timelines, or repeated pauses in permit review without clear justification, may signal an emerging risk to deployment timelines. In such cases, parties are encouraged to engage TAT early to support alignment, validate rationale for pausing permit reviews, and prevent delays from escalating. Where issues remain unresolved, missed service levels may inform escalation in accordance with the municipal engagement and escalation framework.

Asset Management Plans and Data Sharing to Reduce Redesign and Permitting Churn

Early alignment and data sharing between municipalities and ISPs is critical to minimizing redesign, repeated permit submissions, and avoidable delays during broadband deployment. Proactive use of asset management information enables more efficient route planning, reduces downstream conflicts, and supports faster, more predictable permit reviews. Municipalities are encouraged to share relevant asset management and capital planning information, including known or planned road works, drainage projects, utility coordination constraints, and other ROW considerations.

Where available, sharing geospatial data (e.g., GIS, CAD, or mapping files) supports accurate pre-engineering and reduces the likelihood of late-stage design changes that can trigger permit re reviews.

ISPs are expected to use shared information responsibly to inform routing, construction methods, and sequencing, and to raise potential conflicts early rather than relying on iterative redesign through the permit process. Early transparency helps municipalities manage review workloads and reduces unnecessary permitting churn driven by avoidable misalignment.

Where full datasets are not available, municipalities and ISPs are encouraged to engage through pre consultations to discuss known constraints, assumptions, and limitations. This early dialogue often provides sufficient clarity to proceed efficiently, even where perfect data does not exist. If gaps in data sharing or misalignment on asset considerations begin to materially affect permit timelines, parties are encouraged to engage TAT early to support coordination and prevent issues from escalating.

Causal Costs and Fees

Return to Top

Municipalities may recover causal costs associated with reviewing permit applications and designs, conducting inspections, and addressing restoration impacts resulting from broadband construction in the municipal ROW.

To support predictable, defensible fee-setting, municipalities are encouraged to tie fees to clearly defined cost categories, apply consistent calculation methods, and provide transparent breakdowns that demonstrate cost recovery (not land-use or occupancy pricing).

Where fees are applied, municipalities should clearly communicate:

- What costs are being recovered (e.g., staff time for review/inspection, systems costs directly tied to permitting, restoration/verification where applicable).
- How the fee was calculated (e.g., hourly rates, estimated time per permit type, inspection frequency assumptions).
- Any conditions that may change costs (e.g., high-volume submissions, expedited requests, extraordinary restoration needs) so that ISPs can forecast and plan accordingly.

ISPs and municipalities are encouraged to address fee approaches early (e.g., during pre-consultations) to prevent redesign and permitting churn and to reduce the likelihood of escalation. Where there is disagreement on whether a fee is reasonable or aligned with cost-recovery principles, parties are encouraged to engage TAT early to seek clarification and facilitate resolution before delays impact deployment timelines.

Relocation Costs: Sliding-Scale Frameworks Are Negotiable Rather than Automatic

Municipalities and ISPs are encouraged to address relocation cost responsibilities early to avoid uncertainty becoming a source of permitting delay. The CRTC has outlined sliding-scale approaches to relocation cost sharing (e.g., decreasing municipal responsibility over time), but these frameworks are not automatic: they only apply where they are negotiated and reflected in an MAA or other agreement.

In practice, this means municipalities should not assume a sliding-scale cost allocation applies by default, and ISPs should not treat sliding-scale proposals as mandatory unless agreed. Instead, parties should use pre-consultations and MAA discussions to align on:

i. What constitutes a relocation event.
ii. Notice periods and sequencing expectations.
iii. The cost-sharing approach (including whether a sliding scale is appropriate in the local context).

If relocation costs become a barrier to timely permitting or good-faith negotiations stall, parties are encouraged to engage TAT early to support clarification and de-escalation.

C. Technical Design and Construction Decision-Making

As Designated Broadband Program proponents are increasingly encouraged to pursue buried deployment where feasible to accelerate delivery, clear and well-documented technical design and construction decision-making support efficient coordination and timely implementation.

Running Lines and Depth: Clarifying “Reasonable Accommodation”

Municipalities are expected to reasonably accommodate ISP proposals for running lines and installation depth by allowing practical flexibility within the utility corridor, and by limiting deviations to cases with a clear technical, safety, or capital-works rationale. Where municipalities propose different offsets or depths, they should explain the specific constraint (e.g., known buried conflicts, road structure

Return to Top

limitations, planned works) and work with the ISP to identify the lowest-impact, most cost-effective construction method for the segment (e.g., plowing where feasible; drilling as a targeted stop-gap for obstacles). To reduce redesign and permitting churn, parties are encouraged to confirm running line and depth expectations through pre-consultation and field visits where site conditions are uncertain or contested.

Construction Methods: When Plowing, Drilling, or Trenching Is Appropriate

Municipalities and ISPs are encouraged to select construction methods based on site specific conditions, safety, and overall efficiency, rather than applying a single method by default. Flexibility across a route is key to minimizing cost, disruption, and permitting:

- **Vibratory Plowing (Preferred where feasible):** Vibratory plowing is generally the preferred construction method where soil conditions, clearances, and corridor constraints allow, as it enables faster installation at lower cost with minimal surface disruption compared to trenching. It is particularly well suited for rural and semi-rural road-edge deployment and long, continuous installation runs.
- **Directional Drilling (Targeted use):** Directional drilling is appropriate as a localized solution where plowing is not feasible, such as at road crossings, watercourses, rock outcrops, or other physical obstructions. It should be applied selectively to address discrete constraints, rather than imposed across entire routes where conditions otherwise support lower-impact construction methods.
- **Open Trenching (Situational use):** Open trenching may be appropriate where soil conditions, urban constraints, or concurrent municipal works make it the safest or the most practical construction option. Given its higher costs and greater restoration impacts, trenching should be applied judiciously and aligned with demonstrated, site-specific need.

Regardless of the construction method used, all disturbed areas within the right-of-way should be restored to existing or better condition. Restoration should include returning the surface to a stable, comparable condition. Where roadway surfaces are disturbed, restoration should reinstate the full granular and surface pavement structure, or an equivalent asphalt structure, to match pre-construction conditions. Where restoration quality becomes a concern, parties should address it promptly, with TAT able to support alignment on reasonable remediation expectations.

Field Visits: A Proven Tool for Resolving Technical Deadlocks

Field visits are an effective and encouraged tool for resolving disagreements related to running lines, construction methods, depth, or site-specific constraints. Where paper designs, mapping, or assumptions diverge from actual conditions, in-field review allows parties to align quickly on feasible, low-impact solutions and avoid prolonged redesign or permitting delays.

Municipalities and ISPs are encouraged to use field visits proactively, particularly where constraints are contested, conditions vary along a route, or technical requirements risk becoming overly prescriptive without site validation. In many cases, visual confirmation of corridor conditions enables practical flexibility (e.g., selective plowing, targeted drilling) that would not otherwise be apparent through drawings alone.

Where technical discussions stall or positions harden despite prior coordination, a field visit should be treated as a first-line resolution step before escalation, with TAT available to support or facilitate where helpful.

Offsets: Replacing Vague Property-Line Rules with Clear and Consistent Reference Points

Municipalities are encouraged to use clear, consistent offset reference points grounded in observable ROW features (e.g., road edge, ditch line, shoulder, or established utility corridor), in addition to relying on property-line measurements that can be difficult to confirm in the field. Where property boundaries are irregular, poorly marked, or do not align with practical corridor conditions, strict property-line rules can create avoidable redesign, construction inefficiencies, and schedule impacts that may strain municipal–ISP collaboration.

Where a municipality considers a blanket offset necessary for local context, it should be paired with a demonstrated willingness to deviate on a site-specific basis where conditions warrant. In these cases, municipalities and ISPs are encouraged to consider alternate reference points (e.g., ditch line or road edge) to facilitate a timely and efficient installation process, while still meeting safety and asset protection objectives.

To reduce disputes driven by interpretation rather than technical necessity, offsets should be communicated in practical, measurable terms and applied flexibly to account for corridor constraints, existing utilities, and site conditions. Where uncertainty exists, municipalities and ISPs are encouraged to confirm offset expectations through pre-consultation or field verification before designs are finalized.

Applying 1-Metre Hand Dig Practices

Guidance from the Ministry of Labour (MOL) is that hand-digging and daylighting within 1 metre are industry best practices but are not legal requirements. While MOL does not legislate how work is performed in all cases, the expectation is that workers are always protected from harm, and whatever control measures are implemented ensure this protection. Again, this comes down to the site specific actual and potential hazards at or near where the work is being performed.

Prior to any excavation commencing, s. 228 of the Regulation for Construction Projects (O. Reg. 213/91) requires that all underground services be accurately located and marked.

In addition to regulatory requirements, the Occupational Health and Safety Act (OHSA) requires all reasonable precautions to protect workers and services. As the OHSA does not prescribe specific control measures, controls must be tailored to the actual and potential hazards present at each work site.

MTO Flexibility Precedent: Applying Tolerances for Depth and Location

Guidance and precedent from the MTO reinforce the importance of flexibility in installation depth, horizontal location, and tolerances within ROW corridors. MTO's approach recognizes that depth and location requirements must be determined based on site-specific conditions, rather than applied as rigid, one-size-fits-all standards.

Municipalities are encouraged to apply flexibility in installation depth and horizontal location by treating minimum depths and preferred alignments as guiding benchmarks, rather than fixed rules. Adjustments may be appropriate where site specific conditions warrant reasonable accommodation, supporting safe and efficient construction while avoiding unnecessary cost, redesign, and delay:

- **Soil Type and Subsurface Conditions:** Flexibility may be warranted in areas with bedrock, shallow rock, unstable or sandy soils, organic material, or high groundwater tables where achieving standard depths is impractical or introduces construction and safety risks.

- **Ditch Geometry and Roadside Cross-Section:** Variations in ditch depth, slope, or width, as well as constrained shoulders or irregular roadside profiles, may require adjustments to depth or alignment to maintain drainage function and constructability.
- **Existing Utilities and Corridor Congestion:** Locations with dense, overlapping, legacy, or unmapped utilities may necessitate minor depth or horizontal shifts to maintain safe separation and avoid conflicts within the utility corridor.
- **Drainage and Hydraulic Features:** Culverts, cross-drains, tile drainage systems, and roadside inlets may limit feasible depths or alignments, particularly where deeper installation could interfere with drainage performance or future maintenance.
- **Physical and Environmental Constraints:** Trees and root systems, rock outcrops, slopes, retaining structures, guardrails, bridges, or narrow ROW may justify localized deviations from standard depth or offset requirements.

Municipalities are encouraged to adopt a similar, outcomes-based approach—allowing reasonable variation in depth and alignment where safety and asset protection objectives are met—rather than imposing fixed tolerances that may not reflect actual corridor conditions.

Accessing Buried Routes on Municipal Rights-of-Way (ROW)

This section outlines the ROW Municipal Consent and, where required, Road Occupancy Permit, application process. The following are recommended steps and performance timelines to acquire approval to access a municipal ROW, with references to applicable requirements under the BBFA and One Call Act.

Table 4.1: Buried Route on Municipal ROW.

Activity	Process Details
1. Underground Drawings of proposed route	• The Proponent prepares underground route drawings using BOW data and other information sources (e.g., Google maps). • See onewindow.ca for Application Requirements, Templates and Forms which provide Standard Utility Offsets drawing as well as specific drawing requirements that may be used for municipalities who do not currently have such drawings available.
2. Submissions of preliminary drawings (“mark-up circulation”)	• The Proponent submits preliminary drawings to a municipality via the BOW. • The municipality circulates preliminary drawings to all parties that have infrastructure in the ROW (i.e., municipalities, LDCs, Enbridge and other telecoms) for mark-up review. • Delivery partners identify and report any conflicts with existing buried assets within the timelines set out in Table 4.2. • Municipality provides consolidated mark-ups to the Proponent, who resolve any conflicts and finalizes the drawings. • The Municipality may reach out to TAT in case they need any support with permit review and submission.
3. Municipal application submitted to municipality via BOW • Drawings showing potential route • Municipal Consent	• A complete application includes: o Drawings showing the potential route. o Application form for Municipal Consent. o ROP application if required by municipality. • See onewindow.ca for Application Requirements, Templates and Forms which provides a template for Municipal Consent that may be used by municipalities who do not currently have such forms available.

Return to Top

Activity	Process Details
• Road Occupancy Permit (ROP) if required by municipality	• Proponents are encouraged to confirm complete application requirements with the municipality before submitting the permit application through the BOW. • A municipality may require the ISP obtain an ROP. • The ISP must ensure all required information is included before submitting applications through the BOW.
4. Municipality reviews complete application and issues Municipal Consent (with reasonable conditions) and ROP where applicable	• Municipality reviews the application(s), and under s. 10.1 of the BBFA, must approve it or notify the Proponent of a material issue or deficiency within 10 days or 15 days, as applicable. • If a material issue or deficiency is identified, the review timeline pauses and restarts at day 1 upon resubmission of the application. • The municipality works directly with the Proponent to resolve any deficiencies in permit application documents. • Applications submitted through the BOW must be responded to using the BOW unless indicated otherwise by the Minister.
5. Locate request submitted through Ontario One Call (after Proponent has provided advance notice of the project to Ontario One Call)	• The Proponent and affected members of Ontario One Call agree on a Dedicated Locator to respond to all project-related locate requests, except transmission infrastructure, which remains the responsibility of the relevant member. Section 5.D provides more information on the Dedicated Locator model. • Locate requests must be completed within the timelines set out in the One Call Act, unless an alternative timeframe is mutually agreed upon between the Proponent and Dedicated Locator, as in Table 4.2.
6. Advising timing of construction	• Some municipalities may require a Road Occupancy Permit, with associated timelines and processes. The 10-day and 15-day timelines apply to a ROP. • Where a ROP is not required, the Proponent must notify the municipality prior to work commencing within the established PT.
7. ISP performs construction followed by restoration of the ROW	• The Proponent and municipality collaborate to resolve any conflicts where existing facilities differ from mark-up or locate information. • The Proponent completes construction and restores surfaces, unless the municipality directs otherwise, within a reasonable time determined by the municipality.
8. Notice of Work Completion and As-Built Drawings submitted to municipality via BOW	• The ISP submits a Notice of Work Completion and As-Built drawing to the BOW, identifying any changes from the approved plan. • The BOW forwards the Notice of Work Completion and As-Built drawing to the municipality. • See onewindow.ca for Application Requirements, Templates and Forms which provides a template Notice of Work Completion and As-Built drawing that municipalities may use.
9. Municipality inspection of any restoration work	• The municipality may inspect restoration work and follows up with the Proponent for any outstanding issues.

Table 4.2: Performance Timelines (PTs) for Buried Route on Municipal ROW

Return to Top

Activity	PTs (Business Days): Up to 30 km of ground	PTs (Business Days): 30 km + of ground
1. Underground Drawings of proposed route	Proponent with timelines set out in Project Agreement.	Proponent with timelines set out in Project Agreement.
2. If requested, owners of buried assets review and respond to submissions of preliminary drawings ("mark-up circulation") in BOW	20	20
3. Municipal application submitted to municipality via BOW	Proponent with timelines set out in Project Agreement.	Proponent with timelines set out in Project Agreement.
4. Municipality reviews complete application and issues Municipal Consent (with reasonable conditions) and a ROP where applicable	10 (for each respective approval)	15 (for each respective approval)
5. Responding to locate request submitted through Ontario One Call For Dedicated Locator model (see section 5.D for explanation)	10 (unless otherwise agreed to by the parties)	10 (unless otherwise agreed to by the parties)
6. Advising timing of construction[1]	5 (in advance of start date)	5 (in advance of start date)
7. ISP performs construction followed by restoration of the ROW	Negotiated with municipality. Proponent with timelines set out in Project Agreement.	Negotiated with municipality. Proponent with timelines set out in Project Agreement.
8. Notice of Work Completion and As-Built Drawings submitted to municipality via BOW	15	20
9. Municipality inspection any restoration work	As negotiated with municipality.	As negotiated with municipality.

Broadband Deployment Frequently Asked Questions (FAQ) Document

The Broadband Deployment Frequently Asked Questions (FAQ) Document is a practical, plain-language reference for municipalities, ISPs, and delivery partners involved in Designated Broadband Projects across Ontario. It consolidates key guidance from provincial legislation, regulations, and policy into clear answers to common questions encountered during planning, permitting, construction, and dispute resolution.

The FAQ Document helps delivery partners to:

- Clarify regulatory roles and expectations, including municipal consent, MAAs, and permit timelines.
- Apply consistent approaches to causal costs, fees, relocation considerations, and make-ready work.
- Resolve common areas of uncertainty early, reducing permitting delays, redesign, and escalation.

[1] Some municipalities may have shorter timelines for notice of work to issue a Road Occupancy Permit. Successful Proponents may adhere to municipality timelines instead of PT. Where a Road Occupancy Permit is not required, the successful Proponent notifies the municipality directly within 5 days prior to work commencement.

Return to Top

To access the Broadband Deployment FAQ Document and related guidance, please visit the BOW Resource Library (login required). If an ISP or municipality does not have access, they may contact the Technical Assistance Team (TAT@infrastructureontario.ca) to request a copy of the document.

Rural Optimization for Accelerated Deployment (ROAD) Report

The Rural Optimization for Accelerated Deployment (ROAD) Report provides industry best practices to municipalities and ISPs to promote accelerated underground broadband deployment. The report includes an overview of the relevant federal and provincial regulatory framework for broadband deployment, discusses key strategies to remove barriers to construction for delivery partners, and reviews the guidelines established by the CRTC and the province regarding fees and cost recovery for municipalities.

The ROAD Report will help municipalities and ISPs involved in Designated Broadband Projects in Ontario to:

- Define a mutually beneficial program that accounts for operational impacts and resourcing implications of all delivery partners involved.
- Align on standards and the sharing of infrastructure data to accelerate design phase activities and maximize resource allocation.
- Implement innovative deployment methodologies and processes to expedite construction phase activities.

To access the ROAD Report and read more on the supporting guidance for delivery partners, please visit the BOW Library, available with a BOW Login in the Resources Library. If you do not have access, please email TAT (TAT@infrastructureontario.ca) for a copy of the report.

Return to Top

Part 4: Guidance on Other Permitting Requirements

A. Guidance on Conservation Authority (CA) Permitting

Conservation Authorities Permitting Process

Conservation authorities (CAs) manage development and other activities through a permitting process under the *Conservation Authorities Act* (CAA) in areas that can be subject to natural hazards such as floodplains, shorelines, river and stream valleys, wetlands and hazardous lands to ensure development does not happen in unsafe areas and to ensure development does not worsen the impacts of flooding and erosion in surrounding areas.

An interactive map of all CA jurisdictions can be found on Conservation Ontario's website. Furthermore, each CA has online mapping showing the approximate regulated area. Ontario Regulation 41/24 defines the areas that are regulated by CAs through a text-based description, which prevails over the mapping.

Before undertaking any development or other activities on your property, it's recommended that proponents consult the local conservation authority and/or municipality to determine which permits may be required.

Please note each CA implements permitting regulations based on provincial legislation, regulatory requirements, and technical standards, as well as CA member-approved policies that outline how the CA administers regulations locally.

Ontario Regulation 41/24 contains the requirements for CA permitting, including some process requirements. Additionally, the CAA contains provisions around appeals and hearings.

Generally, the CA permitting process would involve:

1. **Pre-submission consultation**: An applicant may engage in pre-submission consultation to confirm the need for a permit, complete application requirements, including the CA identifying any information or studies needed.
2. **Section 28 Permit application:**
   a. O. Reg. 41/24 outlines permit application requirements; fees are set by each CA.
   b. The CA must identify any information or studies needed before confirming a complete permit application and not later in the process. The CA must confirm the submission of a complete application within 21 days of receipt.
   c. An applicant can require a review by the CA members (i.e. 'board') if they have not received notice within 21 days, the applicant disagrees with a CA's determination that the application is incomplete, or the applicant is of the opinion that a CA's request for information, studies or plans is not reasonable.
3. **Permit decision:**
   a. A permit issued by the CA, may be valid up to a maximum of 60 months, including any extensions as allowed for under the regulation.
   b. Once a decision is made on the permit by the CA, if an applicant's permit is denied or issued with conditions to which the applicant does not agree, they are entitled to a hearing before the CA members.
4. **Hearings and appeals (if applicable)**
   a. If not satisfied with the CA members decision, the applicant may appeal the CA's decision to the Ontario Land Tribunal within 90 days of receiving the reasons for the decision. Alternatively, an applicant can request a Minister's review of a permit

Return to Top

decision of a CA. These powers are reserved for projects that support the provincial interests outlined in Ontario Regulation 474/24, such as to support housing or economic development. O. Reg. 474/24 also outlines the requirements for requests for a Minister's order to take over a CA permit.

b. If a CA does not issue a permit decision within 90 days of receiving a complete application, the applicant may appeal the non-decision to the OLT.

Throughout permit review, the CA may also coordinate with the municipality, particularly where the development requires *Planning Act* or other municipal approvals.

Species at Risk Authorizations

Seeking an authorization for impacts to species at risk is an applicant-led process. Undertaking the necessary due diligence to assess whether an activity qualifies for an exemption, or requires a permit, or is outside the scope of the applicable legislation, is the responsibility of the person or organization planning to undertake an activity. Engaging a qualified person to perform species assessments is recommended.

To receive further guidance on the authorization process, please contact SAROntario@ontario.ca

Engaging with Conservation Authorities

Ontario has 36 CAs; for the complete and current list, refer to Conservation Ontario's directory: Find a Conservation Authority.

To support efficient CA coordination for Designated Broadband Projects, Proponents and Delivery Partners may benefit from:

- **Identifying the correct CA early (by geography):** Confirm the governing CA at the outset using the Conservation Ontario directory and CA mapping tools, then align early on points of contact and preferred submission channels.
- **Using pre-consultation strategically:** Treat pre-consultation as a scoping and coordination tool to confirm required studies/inputs and to proactively align CAs and municipalities, reducing iterative requests and improving permitting clarity, especially where corridors traverse multiple regulated features.
- **Submitting complete, corridor-based packages:** Where a route crosses multiple CA-regulated features, package submissions so the CA can assess the full corridor context, reducing piecemeal reviews and resubmissions.
- **Coordinating interdependencies up front:** Where CA review depends on municipal inputs (or vice-versa), flag the dependency early and coordinate sequencing so one approval is not unintentionally blocking the other.
- **Documenting decisions and assumptions:** Keep a simple record of the agreed scope, required studies, and any constraints/conditions identified during early engagement to prevent churn caused by changes in interpretation mid-review.

B. Accessing Provincial Highways and Ministry of Transportation (MTO) Requirements

Accessing Provincial Highways

A Proponent will require a permit from the Ontario Ministry of Transportation (MTO) for any installation or works upon, under, within or adjacent to the limits of a Provincial Highway ROW placed by someone other than MTO. ISPs are required to put 'BROADBAND' in the "Project Reference field" in the Highway Corridor Management System (HCMS) to ensure permit applications are prioritized.

Return to Top

While the MTO permitting process is not done through the Broadband One Window (BOW) but rather though HCMS, Proponents must notify BOW of permit application such that the BOW can be used to keep track of the project's progress.

Supplemental Ministry of Transportation Requirements (HCMS)

The MTO has provided the following information to assist proponents (including ISPs and utilities) with meeting MTO requirements to perform work within or adjacent to provincial highway rights-of-way. This information will help streamline the permit application submission process for proponents and facilitate a more efficient review by MTO. The proponents are required to follow this information diligently to ensure that applications are processed in a timely manner.

1. Pre-Consultation

- Pre-consultation with MTO is mandatory. Applicants shall request a pre-consultation with MTO as early as possible before planning or starting work.
- A pre-consultation request is to be submitted through MTO's Highway Corridor Management System (HCMS).
  - o Early pre-consultation and ongoing communication will help facilitate exchange of information, provide an understanding of requirements, and find opportunities to proactively streamline processes and address any potential issues.
  - o Utility companies are encouraged to consolidate their discussions and inquiries during the pre-consultation phase to support full understanding and ensure efficient processing and review of their requests.

2. Application Package

- Prepare the application package and apply for a permit through HCMS, incorporating actions and requirements discussed during the pre-consultation meeting.
- When applying for permits through HCMS, you are required to enter the following note in the *Project Reference Name* field: **BROADBAND**. Adding this note will flag the submissions for priority review. This will also allow MTO to maintain line of sight on the various broadband permit applications submitted and support their processing in a timely manner.
- Provide as much information as possible when applying for the permit, including the pre-consultation number.
- Permit applications can be submitted without an initial Traffic Control Plan (TCP) for the proposed work. As part of MTO's process for broadband projects, MTO will issue the permit with supplementary TCP-related permit conditions. These conditions outline how to submit the TCP for review and acceptance post permit issuance, but prior to the work beginning.
- Contact the MTO representative from the pre-consultation meeting if assistance is needed.
- See below for more information on MTO permit application requirements.

3. Tracking

- Applicants can track the status of their application through HCMS using the instructions in the email received after submitting the application.
- Applicants can also reach out to the MTO corridor management staff assigned to their permit application at the time of submission for additional guidance.

4. Inquiry

- For any further inquiry regarding MTO requirements and broadband permit applications, proponents can submit an inquiry through the MTO's Highway Corridor Management System (HCMS). Include 'BROADBAND' in the description when completing the "Description of General inquiry with MTO" to ensure prioritized review and appropriate routing of the inquiry.

The information provided below is in addition to applicable drawing requirements identified elsewhere and is not inclusive of all MTO requirements. MTO may request additional requirements as needed to support protection of a specific highway corridor.

General requirements for utility installations within or near a provincial highway right-of-way:

- MTO permits are required for any work within a provincial highway right-of-way, within 45m of any limit of a provincial highway right-of-way, within 180 m of the centre point of an intersection on a King's Highway or within 395m of the centre point of an intersection on a controlled access highway.
- Parallel installations are prohibited within the right-of-way limits of a Class I or II controlled-access highway (e.g., freeway and major highways), except in exceptional cases.
- Installations shall be within the 2 m horizontal strip, placed as close to the provincial highway right-of-way limit as possible, and as a minimum beyond the roadside ditch.
- If highway crossings are unavoidable, they shall be minimized and installed through trenchless methods or aerial, as close to right angles as practical, at a consistent depth/elevation, and completely outside the footprint of any interchange or intersection area. Aerial crossings of Class I highways are not permitted, except in exceptional cases.
- After construction of any utility installation, "as constructed plans" must be provided to MTO immediately upon completion of the installation.

More specific MTO permit application submission requirements for utility installations within or near a provincial highway right-of-way:

- Each MTO Encroachment Permit Application must be accompanied by a plan or drawing, showing the location and extent of the proposed installation as it relates to the provincial highway.
- As a condition of permit approvals, details of the highway crossings must be submitted for MTO review and approval. These may include geotechnical/foundation investigation reports, plans, profiles, and cross sections indicating the location, depth, and type of crossing for the pipe etc., depending on the complexity of the proposed highway crossings.
- Plans, profiles, drawings, and supplementary notes need to address the following:
  - Location of the installation, which can be easily georeferenced (e.g., coordinates, link to mapping interface, etc.)
  - Highway number
  - Work being done, including plant being installed (poles, main line and service connections), excavations, tree and vegetation protection, installation methods, etc.
  - Type of installation (aerial, buried, attach to existing plant, etc.)
  - Elevation above highway (for highway crossings) or ground level (for parallel installations) and proposed depth for underground installations.
  - Offset from the plant installation location to existing highway infrastructure (e.g., highway right-of-way limit, highway ditch, highway shoulder, highway edge of pavement, guide rail, culverts, poles. etc.)
  - Party/Parties doing the work.
  - Site access requirements and plans, including traffic control plan.
  - Timing/duration of work
- Installations that cross under a highway shall include a key plan, a detail plan, and a profile.
- Submitted plans and profiles are to be to the following scales, unless otherwise requested:
  - Key Plan: 1:100 000, 1:250 000, or as necessary for orientation
  - Detail Plan: 1:1000 in rural areas and 1:500 in urban areas
  - Profile: 1:1000 horizontally and 1:100 vertically in rural areas; 1:500 horizontally and 1:50 vertically in urban areas
- The minimum depth of cover of 1.5 m applies to any buried utility infrastructure, in addition to other requirements determined by MTO based on the specific project situation.
- Field review and constructability assessment of the proposed installation must be completed,

with a written confirmation of such assessment submitted along with the application.
- Archaeology Assessments identified during permit review, as required under the Ontario Heritage Act, is the responsibility of the applicants.
- Specific sections of Chapter 3 of the MTO's Highway Corridor Management Manual, April 2025 can be accessed from the MTO Highway Corridor Management website.

For support coordinating MTO's additional requirements, proponents may contact TAT at TAT@infrastructureontario.ca

C. Guidance on Other Permit Requests

Guidance On Rail Crossings, Accessing Easements, and Multiple ISPs on a Running Line

Rail Crossings

Ontario's rail network may require broadband deployment across infrastructure owned by CN, CPKC, or Metrolinx. ISPs must obtain the necessary railway permits and comply with applicable overhead and underground standards. Given the complexity and longer approval timelines often associated with railway permits, TAT has developed guidance on railway permitting, including a turnkey railway crossing permit process.

Under the turnkey approach, a qualified vendor experienced in railway corridors secures permits and installs conduit at identified crossings, ensuring compliance with all applicable federal and provincial requirements. ISPs remain responsible for identifying crossings, installing fibre, and completing splicing. Relevant guidance is available in the BOW Resource Library.

Easements

Easements define where infrastructure may be legally deployed and are required before attaching to existing poles or establishing new ROWs. Securing easements early helps avoid disputes and deployment delays. Where easement requirements are complex (e.g., unclear boundaries, multiple landowners, or access constraints), Proponents are encouraged to engage TAT early. TAT can support coordination and, where appropriate, help validate practical routing considerations through field visits to reduce avoidable rework.

TAT guidance and checklists are available through the BOW Resource Library to support Proponents in preparing and progressing easement-related work.

Multiple Proponents on the Same Running Line

Concurrent broadband projects and ISP expansion may require multiple Proponents to deploy along the same running line. ISPs are encouraged to consult the Ontario Connects Map early to identify overlapping routes and proactively and collaboratively address permitting considerations, reducing the risk of revisions and delays.

TAT can support coordination through facilitated discussions and by sharing technical solutions. Proponents may request assistance through the BOW Support Request module or by contacting TAT@infrastructureontario.ca.

Specialty Permit Application Resources

Proponents are encouraged to use the guidance documents and reference materials available in the BOW Resource Library to support permit submissions. These resources provide practical instructions, checklists, templates, and examples to help ensure applications are complete, accurate, and compliant, supporting more efficient review and approval.

Proponents are also responsible for ensuring that all proposed work complies with applicable federal, provincial, and municipal requirements.

D. Ontario One Call – Streamlining locates for Designated Broadband Projects

Ontario Underground Infrastructure Notification System Act, 2012 (One Call Act)

In 2012, Ontario passed the *Ontario Underground Infrastructure Notification System Act* (One Call Act) centralizing the utility locate system in Ontario under Ontario One Call. The One Call Act was amended in April 2022 through the *Getting Ontario Connected Act, 2022* to address immediate pressure points in the locate delivery system, enhance governance and oversight of Ontario One Call, and improve Ontario One Call's compliance tools. These amendments include specific requirements to enhance the locates process, including for designated broadband projects. The description below is reflective of the amended One Call Act.

Utility location requests ("locate requests") are requests made by an excavator working on behalf of the company constructing in the ROW. Locate requests are submitted by the excavator to Ontario One Call who, in turn, sends the request to owners or operators of underground infrastructure (e.g., municipal water and wastewater pipes, natural gas pipelines, telecom fibre and electricity wires) in order for them to identify in the field the location of their underground infrastructure so that the excavator can avoid damaging them while working in that area. Under the One Call Act, locate requests must be responded to in accordance with timelines set out in the Act, or another mutually agreed to timeframe.

To reduce project risk resulting from unforeseen costs and delays posed by the late delivery of locates, the One Call Act requires a dedicated locator who has been selected for the project to respond to locate requests **within ten business days** for designated broadband projects or another timeframe agreed upon by the proponent and the dedicated locator. This process excludes locate requests relating to transmission infrastructure, which is to be responded to by the member and is treated as a standard or specified locate request under the One Call Act.

Dedicated Locator Model

To enhance the efficiency of the locates process, Proponents (i.e. Project owners) are required to use a Dedicated Locator for certain projects, including designated broadband projects. Under a Dedicated Locator Model, a dedicated locator is selected by the proponent and affected members for the purposes of responding to locate requests on behalf of impacted members for the duration of the project. The Dedicated Locator model provides the Proponent with greater control over the timing of the locates and will have a say in who the dedicated locator will be. Under the Dedicated Locator Model, the cost of the Dedicated Locator is borne by the Proponent and not the individual underground infrastructure owners.

The industry had strong support through the Guideline consultations.

Note: There is a key exclusion from the use of the Dedicated Locator Model. Locate requests relating to transmission infrastructure must still be responded to by the relevant member, and not the dedicated locator. Locate requests relating to transmission infrastructure are treated as standard or specified locate request under the One Call Act and the member has five business days to respond after receiving a notification of a standard locates request, or ten days to respond after receiving a notification of a specified locate request, unless otherwise agreed to in writing by the member and excavator.

Ontario One Call has outlined the following benefits of a Dedicated Locator Model[2]:

- Enhanced efficiency
- Reduced downtime as the locates are completed under the direction of the ISP
- Promotion of damage prevention and safer excavation practices
- Increased control: because the project owner has a say in who the dedicated locator is
- Better flexibility when unanticipated conflicts require project changes
- Potential to reduce reliance and burden on regular pool of public locate service providers who are also expected to complete standard locates requests for homeowners and less complex tickets

Setting up a Dedicated Locator

Dedicated Locators are selected by the proponent and the affected members. Proponents and affected members are encouraged to select from the pre-existing pool of dedicated locators in regions with existing available resources. Note: There are no requirements in the One Call Act regarding the certification of dedicated locators. However, Ontario One Call has developed a document to provide guidance, as set out by owners of underground infrastructure, for a Non-Locate Alliance Consortium (Non-LAC) locator to be able to perform the function of a Dedicated Locator (DL). This document was developed to address industry feedback that project owners are not able to use the DL model unless locators selected are part of LAC.

This guidance document has been compiled to enable more locating resources to support DL projects. This framework is not a requirement imposed by Ontario One Call. It is recommended that Locate Service Providers work closely with project owners and underground infrastructure owners to plan how best to resource DL projects.

For further information, please refer to the Non-LAC Locator Framework to Qualify for Dedicated Locator.

Process Requirements

The following are key requirements related to the use of the Dedicated Locator Model for designated broadband projects.

- Proponents of a designated broadband project must give advance notice (90 days) to Ontario One Call before any excavation or dig is expected to commence, subject to a shorter timeline being stipulated by either Ontario One Call or the Minister of Infrastructure.
- Within 10 business days (or such other agreed to timeline between the Proponent and affected members of Ontario One Call) after receiving a notice from Ontario One Call of the proposed excavation/dig:
    - o The affected members of Ontario One Call and the Proponent shall agree in writing on a Dedicated Locator, and
    - o The affected members of Ontario One Call shall give to the Dedicated Locator mapping information, such as the location of the member's underground infrastructure, and any other information that the Dedicated Locator considers necessary.
- After the Dedicated Locator has been agreed upon for a project, the Proponent shall promptly notify Ontario One Call of the name and contact information of the Dedicated Locator.

[2] Ontario One Call, Dedicated Locator. https://www.ontarioonecall.ca/wp-content/uploads/DedicatedLocator.pdf

- The agreed-upon Dedicated Locator for a designated broadband project who receives a notification from Ontario One Call about a locate request that may affect underground infrastructure owned or operated by an affected member shall respond to the locate request within 10 business days after the day the dedicated locator received the notification or within such different time limit agreed upon in writing by the Proponent and the dedicated locator.
    - Locate requests relating to transmission infrastructure must still be responded to by the member themselves and shall be treated as a standard or specified locate request.

Additional Considerations: Blanket Requests for Locates

The use of the Dedicated Locator model can provide a number of benefits and promote overall project efficiency. However, the following additional information should be considered to ensure that locates for provincially funded projects are not delayed:

- Proponents should ensure that the timing and input of locate requests are for the areas necessary for the project phase as opposed to blanket requests covering the span of the entire project area. This will reduce the backlog in the locates system and ensure that locates do not expire prior to the start of construction in the identified area.
- IO is working with Ontario One Call to ensure that all locate requests for designated broadband projects are uniquely identified as provincially funded project locates to be prioritized by underground infrastructure owners/operators and Ontario One Call (dispatching the requests) where a Dedicated Locator is not deployed.

Locates Validity Period

Once completed, a locate would have a validity period of a minimum of 60 days. Locates may specify a locate validity period that is longer. Despite the validity period, if the markings on the ground that were provided are no longer visible, the validity period would be deemed to have expired and a new locate request would need to be submitted.

Locates Liability–Dedicated Locator Model

Under the One Call Act, a proponent can seek recourse from a member in certain circumstances, including if the member failed to provide information or to provide accurate information to a dedicated locator as required under the act for the purposes of a designated broadband project. If the proponent and member cannot agree on compensation, a claim for compensation shall be determined by the Ontario Land Tribunal on application by the proponent.

Administrative Penalties

Effective May 1, 2024, Ontario One Call can issue administrative penalties against non-compliant underground infrastructure owners/operators and excavators in the industry.

The ability to issue administrative penalties is intended to strengthen Ontario One Call's enforcement and compliance framework and provide an additional tool to promote compliance with the One Call Act, and to help ensure that underground infrastructure owners and excavators do not gain an economic advantage from contravening the Act.

The Regulation, O. Reg. 87/23 outlines important details, including penalty amounts and how funds generated from administrative penalties may be used by Ontario One Call.

Regulations under the One Call Act

The *Cutting Red Tape, Building Ontario Act, 2024* was introduced on November 20, 2024 and received Royal Assent on December 4, 2024, bringing into force amendments to the One Call Act.

The amendments introduce flexibility to the requirement that all affected underground infrastructure owners (UIOs), and the project owner agree on a Dedicated Locator. They authorize Ontario One Call to permit certain UIOs to complete their own locates based on specified factors, including safety considerations, the specialized nature of infrastructure, limitations in mapping information, or other factors prescribed by the Minister.

Under O. Reg. 374/24 UIOs can complete their own locates if the affected UIOs and the project owner have not agreed on a Dedicated Locator Service Provider; and

- All or part of the project is located in:
    - A local municipality with a population of less than 100,000 (as reported by Statistics Canada in the most recent official census); or
- Northern Ontario as defined by the One Call Act.

Part 5: Accessing LDC Poles and Accelerating Make-Ready

A. Overview of Aerial Attachments

I. Introduction to Make-Ready Work

Overview of Types of Make-Ready Work

This Guideline establishes mechanisms to expedite access to utility poles while also maintaining applicable safety standards. This Guideline adopts One Touch Make-Ready (OTMR) as an optional approach whereby Proponents and Utility Companies coordinate a single, qualified crew, rather than relying on multiple crews operating sequentially to perform the make-ready necessary to accommodate and install new attachments.

This Guideline also adopts the Electrical Safety Authority's (ESA) definition of "make-ready work" which is as follows: "make ready work" to consist of the practice of rearranging, installing, or removing equipment in order to safely accommodate additional infrastructure in or on a supporting structure of a distribution line.

Before any make-ready work is carried out, the proponent (or its contractor) must obtain the required permit/authorization from the applicable utility pole owner in accordance with the pole owner's process.

The following are the different types of make-ready work that may occur:

1. Telecommunications-Related ("Telecom") Make-Ready Work

Telecom make-ready consists of work performed within the communications space to accommodate telecom attachments. This primarily involves rearranging or removing existing telecom strand, fibre, and other equipment (e.g., splice enclosures, power supplies) to:

- Make space in the communications space for the new telecom attachment.
- Fix inadequate separation between telecom facilities (excludes work in the pole's power space).
- Fix inadequate ground clearance for existing telecom attachments.

ISPs are encouraged to coordinate proactively with host Utility Companies to support the timely relocation of telecom assets from poles the Utility Company has identified for replacement or upgrade.

2. Simple Power Make-Ready

Simple power make-ready is non-complex work performed outside the communications space, including:

- Replacing missing copper ground wire on pole.
- Rearranging or shortening transformer conductor dips (e.g., drip loops) encroaching in the communications space.
- Tensioning and raising the neutral to achieved required separation from the telecom attachments.

While not strictly "make-ready work", after the telecom strand has been installed, ISPs and Utility Companies should continue to consult the relevant electrical safety regulations, standards, and other documents applicable in the circumstances.

3. Complex Power Make-Ready

Complex power make-ready is work that is conducted primarily within the Power Space requiring specialized crews and, in some cases, may require a planned power outage to complete the work safely. Some of it is required to correct deficiencies in the power facilities, including:

- Pole replacement, including transferring existing power attachments to the new pole.
- Reframing top of pole.
- Replacing insulators.
- Relocating transformers (that are too low).

II. Technical Innovations to Accelerate Make-Ready

Attachment Techniques: Overlashing, MIA, and ESA Flexibilities

Applying proponent-led attachment techniques can materially reduce make-ready scope, timelines, and cost when used appropriately. These techniques help ISPs (and Utility Companies reviewing ISP proposals) distinguish between cases where attachment can proceed with limited corrective work versus cases that require broader engineering or make-ready.

Overlashing (Including "Previously Accounted For" / OPAF Concepts Where Applicable)

Overlashing is the placement of new fibre onto an existing strand/cable pathway to avoid installing new strand and to minimize design changes. Where loading was previously assessed and the additional fibre remains within the originally accounted bundle/diameter, overlashing approaches such as Overlash Previously Accounted For (OPAF) can reduce the need for full pole-line analysis, focusing instead on hazards that must be corrected.

This approach is generally accepted when:

- An existing strand/cable path exists, and the ISP has rights to use it (or can obtain them).
- The proposed fibre/bundle remains within allowable loading/clearance conditions contemplated for that route, consistent with the pole owner's process.
- Field conditions do not indicate new clearance/separation issues that trigger broader make-ready.

What to include in an ISP submission (minimum practical set):

- Confirmation of existing strand/cable ownership and the basis for attachment rights.
- Bundle diameter / loading confirmation where required (including measurement evidence where used).
- A concise hazard list (if any) and how and when hazards will be corrected prior to attachment, consistent with applicable requirements.

Overlashing is not a blanket exemption from safety requirements. Where the field reality diverges from records (e.g., congestion, clearance deficiencies, undocumented plant), the ISP should coordinate early with the pole owner to determine whether limited corrective work can resolve issues or whether a broader engineering package is required.

Materially Insignificant Alterations (MIA)

"Materially Insignificant" pathways (often referred to operationally as MIA) are used where the proposed work is sufficiently low-impact that it can proceed without triggering full engineering review and extensive make-ready, while still requiring correction of hazards or non-compliances relevant to safety. This Guideline already identifies materially insignificant approaches and references their use by infrastructure owners (including Bell processes and similar approaches described for Hydro One):

- The change does not materially increase loading or create clearance/separation issues requiring broader redesign.
- The work can be supported through a professional declaration and supporting evidence, consistent with the pole owner's process and ESA expectations described in the Guideline.
- The remaining required actions are limited (e.g., hazards) and can be clearly identified and

Return to Top

sequenced.

What to include in an ISP submission (minimum practical set):

- A short "why MIA applies" statement tied to the specific scenario (what is changing and why it is low impact).
- Evidence that loading/clearances remain within acceptable limits and hazards will be addressed.
- Professional Engineer (P. Eng.) involvement where required by the applicable process.

MIA should not be used as a substitute for required engineering where the proposal is materially significant (e.g., new strand over long spans, meaningful loading increases, persistent clearance deficits). Where the work is materially significant, the ISP should shift to a full design/make-ready pathway to avoid delay caused by re-submissions and "material deficiency" disputes.

ESA Flexibilities (How to Reduce Scope Without Reducing Safety)

This Guideline identifies that ESA bulletins and guidelines provide recognized approaches to demonstrate compliance with O. Reg. 22/04 while reducing, deferring, or streamlining make-ready work, and it includes examples and bulletin references to support accelerated deployment. In practical terms, these "flexibilities" are most useful to ISPs when they are applied deliberately at design stage to avoid triggering unnecessary work.

Common flexibility pathways used in practice (as reflected in the Guideline):

- Relying on previously accounted loading / legacy standard context: Where loading was previously accounted for and met the standard at the time, there may be pathways that avoid requiring the entire line to be reassessed to the latest standard for every incremental change, subject to hazard correction and applicable rules.
- Deviation mechanisms to enable safe alternatives: ESA deviation approaches can allow safe alternatives to resolve issues without defaulting to the most disruptive work (e.g., full replacement in every case), when properly documented and approved.
- Streamlined review of attacher-developed plans: ESA guidance reflected in the Guideline supports streamlined approaches where attacher-developed plans/work instructions do not necessarily require duplicative re-engineering by the pole owner, enabling faster cycles when submissions are complete and high quality.

What an ISP should do to "use ESA flexibilities well" (practical discipline):

- Identify early which poles or segments can proceed via overlashing or MIA or limited-scope corrections versus those needing full make-ready.
- Provide a complete, coherent package rather than incremental submissions that trigger avoidable material-deficiency notices.
- Document hazards and sequencing clearly (what must be corrected before attachment; what is out-of-scope and why).

The techniques above are the primary attacher-led mechanisms to minimize make-ready scope at the design stage. The following section describes how these mechanisms are organized into reduction/deferral/streamlining pathways and provides supporting ESA references, while the utility-specific technical updates explain how major infrastructure owners operationalize these approaches in practice.

Reducing, Deferring, and Streamlining Make-Ready Work

To accelerate access to Utility-owned poles, Utility Companies and Proponents of Designated Broadband Projects are highly encouraged to coordinate to optimize make-ready work. The ESA has issued bulletins outlining measures to demonstrate compliance with O. Reg. 22/04 while safely reducing, deferring, or streamlining make-ready work.

Table 6.1: Relevant ESA bulletins (as of July 2024) for reducing, deferring, and streamlining make-ready work for Designated Broadband Projects.

Primary Benefit for Broadband Deployment	Bulletin Number/Link	Bulletin Title	Bulletin Description
Reducing make-ready work	DB-07-15-v3	"Materially Insignificant" Alterations	Allows work declared "materially insignificant" (e.g., fibre overlashing) by a P. Eng. and approved by a Utility to be exempt from full engineering and make-ready work requirements.
	DB-01-20-v1	Previous Editions of the Overhead and Underground Standards	Allows for new loading (e.g., adding fibre cable) that was accounted for in the original design and met the standard at the time to be exempt from the current standard.
	DB-01-15-v2	In-Field Equipment Refurbishment	Allows for the in-field refurbishment of poles as an alternative to pole replacement.
	DB-11-12-v3	Certificate of Deviation Approval	Allows for deviations from the standard so that make-ready work can be deferred or exempted.
	DB-02-16-v1	Certificate of Deviation – Certified Lists	Allows Utility Companies and attachers to utilize a certified list of common deviations from required standards.
Streamlining make-ready work	DB-10-12-v1	Attacher Developed Plans/Work Instructions and Utility Review	Clarifies that engineering plans developed by the attacher (e.g., ISP) do not require re-engineering by the Utility.
	DB-10-10-v2	Third Party Attachments Service Drop Definition & Exemption	Clarifies that service drops are exempt from O. Reg. 22/04 s. 13 audit requirements, to avoid review of site documents.

ESA guidelines provide direction on demonstrating compliance with O. Reg. 22/04 and Proponents should refer to the latest publication guidelines and bulletins. Questions can be directed to Utility.Regulations@electricalsafety.on.ca.

Further Reducing Complex Make-Ready Work

Unless otherwise agreed between a Proponent and a Utility Company, all designs and construction should comply with CSA standards or other standards recognized by ESA under O. Reg. 22/04. Examples of these alternative approaches may include:

Underground Dips and Risers

"Underground Dip" involves temporarily deviating from a contiguous aerial proposed route by transitioning down a pole to an underground alignment for a limited distance, before returning to an aerial attachment again via a Riser. Typically, this exercise would take place prior to attaching to a pole that requires complex make-ready work. It generally requires an "Anchor & Down Guy" to manage single-sided attachment strain and is repeated at the next pole where a transition back to aerial infrastructure occurs.

Pole Stumping

"Pole Stumping" involves cutting an existing pole, leaving only an attacher's equipment in place, and installing a new pole nearby. The attacher agrees to transfer its equipment to the new pole within an agreed timeframe. The ESA developed a distributor bulletin DB-06-22-v1 (In-Span Structures and Overhead Unsupported Conductors) provides guidance on this approach and should be reviewed where pole stumping may be involved.

Temporary Attachments

- Installation of a horizontal extension arm (typically up to 18"), to achieve required separation and create a temporary safe working space until the required amount of space is available.
- Managing space crowding by installing attachments at reduced separation where permitted for ISP-to-ISP clearances (not power-related separations). This approach may introduce structural concern, particularly where bolt holes are less than 12" apart, though these concerns may be mitigated if the pole is scheduled for replacement.
- Pole boxing which places new attachments on the opposite side of a replacement pole. This method is only feasible where pole replacement and placement allow the configuration to be corrected without cutting the cable and is typically limited to locations with clear, unobstructed access, such as roadways.

Municipal Consents Not Required for Like-for-Like Pole Replacements

Municipal consent is not required for like for like pole replacements or routine maintenance work on existing poles carried out by Utilities or their qualified service providers (QSPs), where such work does not materially change the existing running line or corridor configuration within the municipal ROW.

For clarity, a "like for like" pole replacement generally includes replacement of a pole along the same existing centreline alignment (parallel to the travelled road). The replacement pole should typically be within 1 metre of the existing pole location and may be shifted up to 2 metres only where necessary to support safe replacement and construction conditions. Existing anchors/guying may also be replaced using the same offset associated with the pole, and where a guy is required to be installed or re established in connection with a like for like replacement, this is understood to be within the same local work zone and may be placed within a 2 metre radius of the pole, measured from the centreline of the pole, without triggering a requirement for municipal consent (provided the running line and corridor configuration are not otherwise altered).

Municipal consent remains applicable where work proposes new Aerial Routes, interspaced poles, or additional guying within the ROW beyond what is required for a like-for-like replacement, or where changes would materially alter the municipal corridor configuration. Utilities and QSPs are still expected to comply with applicable road occupancy and/or traffic control requirements and restoration practices as required by the municipality for work occurring within the ROW.

Process Optimization for Lashing to Electric Poles (POLE)

The Process Optimization for Lashing to Electric poles (POLE) Report outlines strategies to avoid, reduce and defer make-ready work when lashing fibre to electric utility owned poles. Developed by TAT the report supports Designated Broadband Project partners in meeting their obligations and advancing the Government's commitment to deliver high-speed internet access across Ontario by the end of 2028.

The report identifies challenges faced, potential mitigation strategies, and anticipated outcomes while recognizing that Utilities may adopt additional approaches to support timely delivery.

The POLE Report is available through the BOW Resources Library for users with BOW access. If you do not have access, please email TAT (TAT@infrastructureontario.ca) for a copy of the report.

Broadband Deployment Frequently Asked Questions Master Repository

The Broadband Deployment FAQ Master Repository is a consolidated, plain-language reference for municipalities, ISPs, Utility Companies, and other partners involved in Designated Broadband Projects that addresses common points of friction across the deployment lifecycle.

The FAQ Document helps delivery partners to:

- Apply consistent interpretations of key requirements (e.g., permitting, MAAs, and make ready obligations) to reduce delays and avoid unnecessary escalation.
- Resolve common questions early using standardized guidance on construction methods, cost recovery, restoration expectations, and utility coordination.
- Improve coordination and predictability by outlining practical steps for pre-consultations, data sharing, and when and how to engage TAT for support and informal dispute resolution.

The FAQ Document is a living reference and can be accessed through the BOW alongside other delivery guidance. For access, clarifications, or support, contact TAT at TAT@infrastructureontario.ca.

B. Hydro One Attachments

The Province recognizes Hydro One as a critical delivery partner in achieving the goal of connecting all regions of Ontario to high-speed internet by the end of 2028. As the largest pole owner supporting Designated Broadband Projects, this section provides guidance to Proponents to encourage early alignment with Hydro One's joint-use intake tools and delivery pathways to help reduce avoidable rework and timeline delays.

Hydro One uses the Joint Use Management Portal (JUMP) for distribution joint-use requests. JUMP lets partners create applications, group them as projects, view timelines, track status, and escalate issues. Contact ExternalJointUse@HydroOne.com to request information on onboarding including training, access to BlackBerry Workspaces and the confidentiality agreement.

Hydro One's choice-based operating model offers two delivery pathways.

I. Option 1: Applicant-Led Make-Ready

One-Touch Make-Ready (OTMR) Process – Good Practices

This option provides proponents with greater control over project scheduling and sequencing. while reducing reliance on Hydro One crew availability when supported by complete designs and early coordination.

This section outlines a typical applicant -led (Option 1) OTMR process and recommends good practices. It includes design requirements, applicable Hydro One standards as well as JUMP processes. The Proponent is responsible to obtain an engineering firm and Qualified Service Provider (QSP) contractor for Hydro One make ready (HMR). Proponents pursuing this pathway may engage TAT for support with submissions and sequencing. Under this pathway, the Proponent submits permit applications requests in JUMP using the BOW ID's they have created. Table 6.2 summarizes the general steps for a typical OTMR process.

Table 6.2: Illustrative One-Touch Make-Ready Process for Aerial Route on Hydro-One-Owned Poles.

Activity	Process Details
1. Works Agreement	• Proponent and Hydro One enter into Option 1 and Consortium Agreements.
2. Determination of route	• The Proponent identifies a potential route and submits the associated Hydro One barcodes for review. • Hydro One reviews route with the Proponent and identifies potential challenges and obtains more information as required. • Once the route is approved, the Proponent receives authorization to submit permit application projects in JUMP.
3. Pre-qualified contractor procurement	• The Proponent is responsible for obtaining a Qualified Service Provider (QSP) engineering firm and contractor for Hydro One make ready (HMR). Hydro One has pre-approved QSP contractors available for Hydro make-ready (HMR) work
4. Pre-Construction planning activities	The Proponent / contractor would: • Conduct field survey and develop engineering plans. • Overlay fibre design on existing infrastructure. • Using the Network Requirement Document, further develop Make-Ready design for OTMR routes. • Flag the need for tree trimming and equipment replacement. • Identify Hydro One make-ready work. • Meet with Hydro One to discuss preliminary design and property owner and/or ROW considerations. If existing line is off road and likely on an Easement - engage property owners for permission to gather information, and Band Council Resolution (BCR) forms if on those lands. • Coordinate Outage Plans with Hydro One. • Technical review/benchmarking & design soundness/completeness reviews have to be passed and Proponent must obtain stamped permit acceptance before moving to cost estimates • Use industry-standard software and Hydro One approved standards for design analysis to ensure high-quality third-party pole attachment applications.
5. Third-party pole attachment design approval	• The Proponent identifies equipment (i.e. switches, transformers, capacitors, etc.) to be transferred to the new pole or if a new asset is required. • If no further investigation or revisions are needed, Hydro One approves the design. • Hydro One uploads the Permit Accepted Checklist in JUMP and the status is moved to Cost Estimate Pending. • The Proponent provides the Cost Estimate to Hydro One to review and approve. (JUMP) • Hydro One provides the Cost Sharing Letter for the Proponent to review and approve. (JUMP) • The Permit Application is updated to Permitted with allows the Proponent to proceed with OTMR construction. (JUMP)

Activity	Process Details
6. OTMR Construction Planning	• The Proponent holds a construction kick-off meeting with the contractor to align on construction documents and costs. • The Proponent identifies procurement lead times and notifies the contractor to proceed with material procurement. • The Proponent and Hydro One coordinate power and telecom make-ready work, including any necessary outages. • The contractor executes the locate process and procures materials.
7. Construction Completion	• The Proponent receives the contractor's as-built drawings, bill of material (BOMs) and red line drawings. (O. Reg. 22/04 sign-off) • The Proponent's contractor manages disposal of decommissioned poles and other field materials and maintains disposal records.
8. As Built Drawings	• Hydro One receives and reviews all documents for project close out process including the As-Built Drawings to verify the completion of construction process.
9. Post-build inspection	• The Proponent is responsible to resolve all deficiencies and advise Hydro One once complete.
10. Authorization closed	• The Proponent sends final invoice to Hydro One for allocated costs. • Hydro One issues permit approval in JUMP, recognizes OTMR completion, and the financial true-up with the Proponent based on the agreed cost allocation framework.

Pre-approved contractors for OTMR

Hydro One has pre-approved QSP contractors available for Hydro make-ready (HMR) work. Telecom parties are encouraged to work together to support OTMR work.

Using contractors qualified for both power and communication spaces supports safe, efficient, and timely completion of make-ready work and attachments. As such, Hydro One has a list of contractors that are pre-approved to operate within both the power space and the communications space.

For applicant-led make-ready, Hydro One requires Proponent to enter into an Option 1 agreement which outlines construction obligations and safety and reliability requirements.

Competency and Indemnity Requirements (including 120-Day Window)

If pursuing an applicant-led make-ready process it is highly recommended and most-efficient that Proponents use Hydro One's pre-approved QSP contractors available for Hydro make-ready (HMR) work to avoid delays associated with approving other contractors beyond the approved list.

In accordance with O. Reg. 410/22, Hydro One may allow the work to be conducted by persons identified by the Proponent outside the pre-approved list of contractors, however this is not recommended in most circumstances. For such persons to be allowed to conduct the work, all of the following conditions must be met:

1. **Competency (Eligibility to Perform Work):** The persons identified by the Proponent must meet the requirements in the definition of a "competent person" under O. Reg. 22/04 made under the *Electricity Act, 1998*.
2. **Mandatory Indemnity (Scope, Start/End, and Minimum Duration):** The Proponent must provide Hydro One with an indemnity covering any damage or deficiency to Hydro One's distribution system resulting from the work performed by the persons identified by the Proponent. The indemnity covers:
    - Damage or deficiencies attributable to the Proponent-identified persons while conducting the power make-ready work.

Return to Top

- Damage discovered after completion that is reasonably linked to that work, within the window described below.
- Indemnity start point begins during the period the Proponent-identified persons are performing the make-ready work.
- Indemnity end point and minimum window:
  - The indemnity must remain in effect for at least 120 days after completion of the make-ready work.
  - For clarity and administrative consistency, the 120-day post completion window is deemed to begin once the Proponent has submitted:
    - As-Built drawings, and
    - a completed Record of Inspection (or equivalent).

3. **No Additional Requirements Beyond the Minimum (No "Indemnity Extensions"):** When allowing Proponent-identified persons to conduct make-ready work, Hydro One are expected not to withhold access in an attempt to secure conditions that differ from the applicable minimum requirements set out in O. Reg. 410/22, including:
    - Requiring an indemnity period longer than 120 days, or
    - Imposing "rolling" indemnity extensions tied to later milestones that would extend coverage beyond the minimum requirement.

4. **Inspection, Notification, and Remedy Expectations (Within the 120-Day Window):** To keep the process operational and time-bound:
    - Inspection and notification: Hydro One and any existing attacher parties should identify and notify the Proponent of any observed damage and/or deficiency within the 120-day period following the start date described above.
    - Presumption and evidence: Commercial agreements may include a provision that damage identified within the window is presumed to have been caused by the Proponent unless the Proponent can demonstrate otherwise.
    - Remedy timeline: Within 30 days of receiving a notice, the Proponent should either:
      - remedy the identified damage at its own expense; or
      - pursue resolution with Hydro One / existing attacher through the applicable dispute resolution process.

5. **Engineering Accountability and Process Integrity:** Where Hydro One relies on applicant-led engineering and inspection to authorize work:
    - authorizations should be supported by appropriate professional accountability (e.g., P.Eng. stamping where applicable); and
    - the Proponent may either accept the risk of corrective work identified post-deployment or request pre-deployment / concurrent inspection to reduce rework risk.

    If the Proponent, and by extension Proponent-identified persons, compromises safety, impacts electrical system reliability, or acts contrary to the applicable agreement, Hydro One may revoke the Proponent's ability to use this process with written reasons.

II. Option 2: Owner-Led Make-Ready

Owner-Led Make-Ready Process (Option 2): ISP Workload Requirements

Please note, Option 2: Owner-Led Make-Ready work is applicable for applications to Hydro One prior to March 31, 2026. New applications made after March 31, 2026, must be submitted as Option 1: Applicant Led.

Where a Proponent is pursuing Option 2, early and continued engagement with TAT is recommended

Return to Top

to support alignment on inputs, sequencing, and cost. This option allows the Proponent to utilize Hydro One to complete the design and construct work.

Under an Owner-Led Make-Ready approach, the process generally follows the steps shown in Table 6.3:

Table 6.3: Process Overview for Owner-Led Make-Ready Process (Option 2)

Step	Details
1. Proponent application & route proposal	• The Proponent identifies a potential route and submits the associated Hydro One barcodes for review.
2. Hydro One route review, approval	• Hydro One reviews route with the Proponent and identifies potential challenges and obtains more information as required. • Once the route is approved, the Proponent receives authorization to submit permit application projects in JUMP. • Hydro One is responsible for reviewing the permit applications. • Approved applications will be reviewed and designed to detail all required Hydro One make-ready (HMR).
3. Make-ready costing & apportionment	• Hydro One provides costing and cost apportionment for make-ready work in accordance with applicable requirements and/or any agreed alternative approach (to the Proponent via JUMP).
4. Proponent confirmations & scheduling readiness	• Proponent to review and approve costs in JUMP. • Proponent to provide sequencing opportunities to Hydro One, • Proponent to attend (PEP) Project Execution calls hosted by Hydro One.
5. Make-Ready execution	• Hydro One executes make-ready work and issues authorization/clearance for attachment once work is complete (subject to any required inspections). • Hydro One issues permit approval in JUMP. • Hydro One issues invoice based on the agreed cost allocation framework.
6. Proponent attachment & project close-out	• Proponent notifies Hydro One when telecom attachment is complete. • Proponent closes out deliverables (e.g., As-Builts/records of inspection as required). • Where required, Hydro One completes an inspection and Regulation 22/04 sign off of the Proponent's attachment and identifies any deficiencies for Proponent correction.

Step	Details
1. Proponent application & route proposal	• The Proponent identifies a potential route and submits the associated Hydro One barcodes for review.
2. Hydro One route review, approval	• Hydro One reviews route with the Proponent and identifies potential challenges and obtains more information as required. • Once the route is approved, the Proponent receives authorization to submit permit application projects in JUMP. • Hydro One is responsible for reviewing the permit applications. • Approved applications will be reviewed and designed to detail all required Hydro One make-ready (HMR).

Step	Details
3. Make-ready costing & apportionment	• Hydro One provides costing and cost apportionment for make-ready work in accordance with applicable requirements and/or any agreed alternative approach (to the Proponent via JUMP).
4. Proponent confirmations & scheduling readiness	• Proponent to review and approve costs in JUMP. • Proponent to provide sequencing opportunities to Hydro One, • Proponent to attend (PEP) Project Execution calls hosted by Hydro One.
5. Make-Ready execution	• Hydro One executes make-ready work and issues authorization/clearance for attachment once work is complete (subject to any required inspections). • Hydro One issues permit approval in JUMP. • Hydro One issues invoice based on the agreed cost allocation framework.
6. Proponent attachment & project close-out	• Proponent notifies Hydro One when telecom attachment is complete. • Proponent closes out deliverables (e.g., As-Builts/records of inspection as required). • Where required, Hydro One completes an inspection and Regulation 22/04 sign off of the Proponent's attachment and identifies any deficiencies for Proponent correction.

Even when Hydro One is leading make-ready work (Option 2), the Proponent's inputs determine how quickly Hydro One can start and complete the work. Incomplete or unclear submissions are a common cause of "material deficiency" notices and re-submissions, which delay execution. To keep work moving, it is recommended Proponents:

- **Submit complete, high-quality packages up front:** Provide route plans, pole lists/segments, attachment intent, and supporting engineering inputs consistent with Hydro One's requirements to minimize resubmissions. The Guideline's emphasis on completeness and quality assurance (including optional TAT review support) is intended to reduce avoidable delays.
- **Use scope reduction techniques where feasible (even in Option 2):** Where the engineering outcome supports it, Proponents should propose overlashing/MIA flexibilities to reduce make-ready scope and enable faster scheduling, recognizing Hydro One remains the lead for execution and approvals.
- **Provide timely schedule and field coordination inputs:** Proponents should provide practical construction sequencing needs, readiness dates, and coordination constraints (e.g., third party coordination needs) to support efficient Hydro-One scheduling.
- **Meet commercial requirements required to initiate Hydro One work:** Prompt payment of Hydro One invoices to prevent work from stalling.
- **Close out post-work deliverables quickly:** After attachment, Proponents should provide As-Built Drawings and inspection documentation as required to support final verification and permit closure.

Hydro One (Option 2) Construction Scheduling:

Hydro One supports Designated Broadband Projects and the Province's connectivity goals by completing make-ready work in accordance with the performance timelines and pole access requirements set out in O. Reg. 410/22. To meet these obligations, Hydro One has developed a make-ready work construction schedule for notices (i.e. permit applications through JUMP and BOW) it received before November 1, 2025. Where feasible, permit applications received after November 1, 2025, may be integrated into the construction schedule; however, Proponents are not guaranteed

Return to Top

preferred sequencing and timing.

To expedite completion of make-ready work, permit issuance and subsequent aerial attachments, Proponents may wish to consider the Option 1 process, which offers greater control over make-ready project scheduling and sequencing.

Timelines, Material Deficiencies, and Keeping Work Moving

Specific performance requirements under O. Reg. 410/22 apply to Hydro One pole attachment and make-ready work. These performance requirements may be suspended where a material deficiency notice is issued in accordance with applicable requirements under O. Reg. 410/22. Where disputes arise on existence or resolution of a material deficiency, parties are encouraged to resolve issues collaboratively and use TAT's support as an early informal pathway. If agreement cannot be reached, the Proponent may seek further informal dispute resolution support from TAT (see section 7) or submit an application to the OEB to resolve the matter (see section 7).

Specific material deficiency exceptions apply to Hydro One. Between June 1, 2026, and January 1, 2028, Hydro One may be exempt from meeting its monthly performance targets in O. Reg. 410/22:

(1) Due to a 'force majeure' event, for which they must address the deficiency within the following 6-month period; or
(2) If one or more Proponents fail to contribute their share of make-ready costs which impact more than 50% of poles across projects.

To minimize execution delays and maintain predictable delivery under the owner-led model, ISPs and Hydro One are encouraged to:

- align early on submission requirements and completeness standards.
- avoid incremental deficiency requests that could reasonably have been identified upfront.
- document decisions on scope and sequencing clearly.

Proponents also benefit from maintaining a consistent meeting cadence with Hydro One through regular Project Definition Meetings (PDMs), where permit applications and design inputs are reviewed, and Project Lifecycle Meetings (PLMs) / Project Executing Planning Meetings (PEPs), where Hydro One provides updates on construction progress, scheduling, and project status. This structured communication helps minimize delays and strengthens coordination across the entire project lifecycle. JUMP and BOW also provide Proponents with a real-time view of the current status of each permit application.

III. Hydro-One-Specific Make-Ready Innovations

Hydro One Technical Updates to Make-Ready Work

Hydro One has issued technical updates to support and fast track broadband development across the province via BlackBerry Workspace. Table 6.4 summarizes the Technical Bulletins released by Hydro One related to broadband.

Table 6.4: Hydro One Technical Updates to Support and Fast-Track Broadband Make-Ready Work

Policy	Description
Overlash - Previously Accounted For (OPAF)	Where an existing bundle can be overlashed and stays within the diameter originally designed for, there is not a requirement to analyze the pole line to today's standards. Only hazards would need to be corrected.

Return to Top

Policy	Description
Evaluation Requirements When Attaching to Existing Poles	ISPs must ensure attachment meet current standards. Design engineers must confirm adequate pole strength and absence of safety hazards; however, existing Hydro One equipment (e.g. guys, anchors, insulators, etc.) are not required to be upgraded to current standards.
Prioritizing Defect Correction	Hydro One categorizes defects for attachment readiness as: (1) required, (2) engineer analysis, or (3) not required. Defects not required prior to attachment are addressed through Hydro One's defect correction program. *Note: To avoid over-scoping, proponents should apply Hydro One's defect categorization, supported by Hydro One memos on porcelain insulators and switches, rather than treating all listed defects as automatically requiring correction prior to attachment.*
Materially Insignificant Alteration	Hydro One will allow an ISP to remove a larger cable and replace it with a new smaller cable without requiring a full pole line analysis. Only hazards would need to be corrected.
Deviations	Hydro One updated its deviation policy to align with *ESA Bulletin DB-11-12-v3 - Certificate of Deviation Approval*. The policy has increased the applicability from overlashing to also include new strand installations.
Permit Application Requirements (PAR)	Hydro One changed its practice of completing full engineering analysis on all permit requests after submission. To speed up the design of make-ready work, Hydro One will utilize engineering checks already completed by ISPs.
Pole Refurbishment	Hydro One updated its distribution standards to allow for poles that would otherwise be replaced due to groundline rot to be refurbished with the installation of a steel truss.

Hydro One maintains supporting Technical Bulletins, forms, and reference materials for joint-use and make-ready processes. Proponents are encouraged to connect with Hydro One to review and use these materials early, as doing so can improve submission quality, support consistent interpretation of Hydro One requirements, and reduce avoidable rework during design and make-ready coordination. For more information on Hydro One's updated policies and supports offered to ISPs, see the Hydro One Distribution Joint Use homepage. Questions can be directed to: ExternalJointUse@HydroOne.com

C. Non-LDC Attachments

Overview of Bell Permitting Process

In addition to attaching to poles owned by the Local Distribution Company (LDC), proponents may also attach to poles owned by other utility owners, such as Bell Canada, which may be configured as joint-use poles shared with electrical infrastructure or telecom-only poles. The process for these attachments differs from LDC-owned poles, and the following section outlines the steps proponents should follow when seeking approval to attach to poles owned by other utility owners.

For attachments to poles owned by other utility owners (e.g., Bell Canada), proponents are encouraged to have a Support Structure Agreement (SSA) in place, an agreement that sets out the terms and conditions for accessing and attaching telecommunications facilities to the utility owner's poles (including technical, safety, operational, and commercial requirements).

Bell Canada Technical Updates to Make-Ready Work

Bell Canada has issued technical updates to support and fast track broadband development across the province. Table 6.5 summarizes the relevant updates.

Table 6.5: Bell Canada Technical Bulletins and Process Updates Relevant to Broadband

Policy	Description
Materially Insignificant Alteration	Bell Canada's Materially Insignificant Alterations (MIA) process follows *ESA Bulletin DB-07-15v3*, allowing an ISP to overlash fibre on existing strand on Bell pole lines. Eligible fibre is exempt from full engineering, with only existing hazards requiring correction prior to replacement.
Tough Truss	Bell Canada may permit the refurbishment of poles affected by groundline rot through installation of a steel truss. To avoid pole replacements, ISPs are expected to assess and recommend truss use where appropriate.
Support Structure Agreement (SSA) Expedited Access Work Form	The Support Structure Agreement (SSA) Expedited Access Work Form enables ISPs, in coordination with their engineer as required, to bypass make-ready on Bell Canada poles, expediting fibre placement. The form is available to ISPs in the BOW Resource Library.

Table 6.6: Overview of Non-LDC Attachment Permitting Process.

Step	Details
1. SSA Execution (Support Structure Agreement)	• The ISP and the telecom pole owner (e.g., Bell Canada or another telecom utility) execute a Support Structure Agreement (SSA), establishing commercial terms, technical requirements, and responsibilities for joint use access.
2. ISP attachment application submission	• The ISP submits a pole attachment application via email or the submission channel specified in the SSA. • The application identifies the specific poles, the proposed attachment type, and includes any required supporting documentation (e.g., route maps, designs).
3. Pole Owner application review	• The telecom pole owner reviews the submitted application to confirm permit completeness and determine whether: • No make-ready work is required (e.g., sufficient communications space exists), or • Make-ready work is required, involving rearrangement of existing telecom plant or, where joint use poles are involved, coordination with the electrical infrastructure owner.
4. Make-Ready coordination (if required)	• If make-ready is required, the telecom pole owner coordinates the work: o Telecom make-ready (typically completed by the telecom pole owner or the ISP's approved contractor). o Power space make-ready, if the pole is a joint use pole, requiring coordination with the electrical Utility for structural or electrical clearance work.
5. Permit approval issued	• Once all required make-ready is completed (or confirmed unnecessary), the telecom pole owner issues formal attachment permit approval, authorizing the ISP to proceed with construction.
6. ISP attachment construction	• ISP completes attachment and closes out deliverables (e.g., As-Builts/ records of inspection as required), enabling final reconciliation of costs and any reimbursements.
7. As-Built submission & project close-out	• After construction, the ISP submits As Built drawings, photos, or inspection records as required under the SSA.

Return to Top

Step	Details
	• The telecom pole owner conducts any necessary audits and closes out the permit.

D. Other (Non-Hydro One) LDC Attachments

This section outlines the BOW authorization process for attachments to LDC-owned poles, including applicable engineering requirements and standards.

As per s. 4(1) of O. Reg. 410/22, where the Proponent elects to use the BOW platform for permitting and construction of a Designated Broadband Project, the LDC is also required to use BOW for the project. The general process for obtaining LDC authorization to access LDC-owned poles is outlined in Table 6.7 below.

While the process assumes use of BOW, the Proponent and the LDCs may agree to alternative arrangements for submitting and processing attachment requests.

Table 6.7: Illustrative Process for Aerial Route on LDC-Owned Poles

Activity	Process Details
1. Determination of possible route	• The Proponent identifies potential routes using industry best practices including digital maps, BOW data, and existing network records. • The Proponent submits the proposed route through BOW and requests any outstanding information from LDCs and existing attachers. • If requested, TAT circulates notice of planned/possible route to all affected parties (i.e., municipalities, LDCs, Enbridge and other telecoms).
2. Field inspection/survey	• The Proponent and LDC coordinate prior to field inspections or pole surveys to determine responsibility for engineered designs as ESA guidelines allow both LDC or Proponent-developed plans. • LDCs and existing attachers provide information requested by Proponent. Loading information from all parties may be based on reasonable assumptions for feasibility purposes.
3. P. Eng. Approved Design Drawings • Structural analysis • Telecom attachment • Any power make-ready	• The Proponent or LDC (as agreed) conducts pole loading analysis, prepares P.Eng.-approved design drawings certifying compliance with CSA 22.3 No.1-15 (or latest) and O. Reg. 22/04 and identifies any required telecom or power make-ready work for safe attachment. For attacher-led designs, the materials must be provided to the LDC to review and to inform subsequent steps. • See onewindow.ca for Application Requirements, Templates and Forms which provides templates of Basic Drawing Requirements and Design Requirements that may be used.
4. Determination of Sequencing of Make-Ready Work • Triage of power make-ready work	• The Proponent or LDC (as agreed during coordination) determines whether power make-ready work can be completed safely after or in parallel with any attachment (including any temporary work) or must be completed prior to attachment (i.e., “triage” of power make-ready work).

Activity	Process Details
• Determine requirements needed to accommodate make-ready work	
5. Authorization application approval • Authorization application form • P. Eng. Approved Design Drawings • Full Pole Loading Structural Analysis	• The Proponent submits an application through BOW, including P. Eng.-approved design drawings and full pole-loading analysis; use of industry-standard software is recommended. • IO, as the AHSIP administrator, conducts an initial review to confirm the application is complete (see Preliminary Authorization Review Checklist below). • LDC reviews, and if appropriate, approves the application. See onewindow.ca for Application Requirements, Templates and Forms which provide information to be included on each application form including P. Eng.-Approved Design Drawings and Full Pole Loading Structural Analysis.
6. LDC issues quote for Power Make-Ready Work	• LDC advises whether it will perform the make-ready work or authorize the Proponent to conduct the work. • Where the LDC performs the work, it provides a power make-ready layout and cost apportionment quote according to O. Reg. 410/22. • The Proponent provides payment in the form of a Purchase Order or certified cheque as determined by the LDC.
7. Advising timing of construction (with ROP)	• Some municipalities may require a ROP and have associated timelines and processes that must be adhered to per the BBFA (see row 4 of Table 6.7).
8. Advising timing of construction (without ROP, note that #7 would not apply in this instance)	• Where a ROP is not required, the Proponent notifies the municipality directly prior to work commencement within the established PT.
9. Completion of Make-Ready Work	• The Proponent and LDC coordinate power and telecom make-ready work, including any necessary outages. See the One-Touch Make-Ready section.
10. LDC issues authorization	• LDC issues authorization via BOW or other agreed upon means.
11. Wireline attachments	• The Proponent coordinates with other ISPs to complete any other telecom make-ready work using same crews during attachment.
12. As-Built Drawings submitted to LDC	• The Proponent installs attachment and submits "As Built" drawings and an acceptable Record of Inspection form to the LDC (see onewindow.ca for Record of Inspection template). • The connection of any required bonding of the communication strand should be requested at this time and the LDC may provide a separate quote and obtain a purchase order (PO) for this work as a separate project from the application process.
13. LDC conducts post-build inspection	• The LDC conducts post-build inspection and may recover actual costs of post-build inspection from the Proponent.

Activity	Process Details
14. Authorization closed	• LDC invoices Proponent based on actual costs once any outstanding issues discovered in the inspections are resolved.

O. Reg. 410/22 establishes an 180-day performance timeline (calendar days) that LDCs must adhere to unless there is an alternative agreement between an LDC and a Proponent. The 180-day timeline begins when the LDC receives notice that access to its distribution system is required for a Designated Broadband Project and ends when authorization to attach is issued.

Table 6.8 sets out suggested, non-binding PTs for each step in Table 6.7. Under O. Reg. 410/22 all LDCs except Hydro One between November 1, 2025, to July 1, 2028, must complete a wireline pole attachment request within 180 days of receiving the notice unless an alternative timeframe is contractually agreed.

Table 6.8: Performance Timelines Aerial Route on LDC-Owned Poles.

Activity[3]	Performance Timeline (Calendar Days)
1. Determination of possible route [4]	N/A
2. Field inspection/survey	49
3. P. Eng.-approved design drawings • Structural analysis • Telecom attachment • Any power make-ready work	140
4. Determination of sequencing of make-ready work • Triage of power make-ready work • Determine requirements needed to accommodate make-ready works	91
5. Authorization application approval • Authorization application Form • P. Eng.-Approved Design Drawings • Full Pole Loading Structural Analysis	77
6. LDC issues quote for power make-ready In the instances where there is no make-ready and the permit can be issued at this point; a buffer of 5 business days may be added to this step to issue the permit (as step 9 would no longer apply)	77
7. Advising timing of construction (in instances where ROP is required)	7 (in advance of start date)
8. Advising timing of construction (where ROP is not required)	77

[3] PT provided in the first four activities (determination of possible route; field inspection/survey; P.Eng.-approved design drawings; and determination of make-ready work) are only intended to apply to LDCs (i.e. in instances where they choose to conduct this work for owner-developed designs or if they choose to accompany the Proponent for the field inspection/survey).
[4] LDCs should document within 7 days if they will opt in or out of the field survey.

Return to Top

Activity[3]	Performance Timeline (Calendar Days)
9. Completion of make-ready work	Simple 77 Complex 182
10. LDC issues authorization	7
11. Wireline attachments	Subject to permit validity timelines as stipulated by the LDC
12. As-Built Drawings submitted to LDC	Subject to permit validity timelines as stipulated by the LDC
13. LDC conducts post-build inspection	Within 168 of receipt of completion notification
14. LDC closes authorization	28
Maximum recommended performance timeline as per O. Reg. 410/22 **days in the regulation are in calendar days*	***180**

Material Deficiencies and Performance Timeline Suspensions

Timelines may be suspended where an LDC gives notice of a material deficiency in accordance with O. Reg. 410/22. Where disputes arise on existence or resolution of a material deficiency, parties are encouraged to resolve these among themselves collaboratively. If agreement cannot be reached, the Proponent may seek informal dispute resolution support from TAT (see section 7) or submit an application to the OEB to resolve the matter (see section 7).

Third Party Attachment Permit Review Approach

Under O. Reg. 410/22, the 180 day timeline, unless an alternative timeline is agreed upon, for completing the attachment/make-ready work begins when an LDC first receives a notice from a Proponent, despite an ISP being able to submit multiple notices (i.e., permit applications) for the same Designated Broadband Project. To avoid unnecessary delays, LDCs are encouraged to review and approve permits as they are submitted, rather than waiting for a completed package.

Incremental review helps distribute workload, reduces complexity, and allows ISPs to begin construction in discrete areas while permits for other locations continue to be processed. By contrast, batching permits for review may extend timelines and complicate issue resolution for discrepancies.

The following are best practices that LDCs may consider as part of their review process:

- **Incremental review and approval:** Review and approve permits on a staged or network basis rather than as a single submission. Approvals may be issued once a defined portion of applications is complete or where proposed make ready-work is largely compliant, enabling construction to proceed in phases.
- **Clear communication of expectations:** Communicate timelines, requirements, and information needs for each stage of incremental review so Proponents understand how approvals will be sequenced.
- **Collaborative engagement:** Proactively communicate with Proponents through regular check-ins or joint planning sessions to align on review strategy and address issues early.
- **Timely feedback:** Provide prompt feedback on deficiencies or concerns during the review process and work collaboratively with Proponents to resolve issues and keep projects on track.

Additional Considerations

Section 5(5) of O. Reg. 410/22 requires LDCs to facilitate the access to their distribution infrastructure for prescribed development by choosing one or more make-ready approaches and under S. 5(6.1) notifying the Proponent of their selection within 10 days of receiving the notice. LDCs may:

- Conduct the required make-ready work themselves.
- Allow persons that the distributor authorizes to conduct the required make-ready work.
- Allow persons identified by the Proponent to conduct the required make-ready work (provided that regulated competency and indemnity requirements are satisfied).

As make-ready work may be performed by the LDC, the Proponent, or both, costs may be incurred by either party, resulting in payment or reimbursement between the LDC and the Proponent.

Any cost sharing arrangement outside the formula set out in s. 5(7) does not guarantee cost recovery for LDCs through rates. The OEB will ultimately decide the prudency of any cost sharing between an LDC and a Proponent.

E. Cost Apportionment for Make-Ready Work

Regulatory Requirements

O. Reg. 410/22, was filed on April 21, 2022, under the OEBA. Section 5(7) of the regulation sets out how the costs for "make-ready" work are to be apportioned between the Proponent of a Designated Broadband Project and an electricity distributor. "Make-ready" includes all work required to safely accommodate the attachment of telecommunications infrastructure to a distributor's poles.

Under section 5(7), a distributor must charge the Proponent of a Designated Broadband Project an amount to recover a contribution towards the cost of certain "make-ready" work using a prescribed formula, unless both parties agree to a different cost apportionment arrangement. The prescribed formula has two components:

1. The Proponent's share of the cost of replacing existing assets to accommodate the project shall be the lesser of:

(A + B)	OR	Total cost of the replacement assets

   in which,

   A = the cost of any necessary early retirement of existing distribution assets in respect of the project, calculated at the remaining netbook value of those assets.

   B = the estimated advancement cost associated with accelerating the replacement of capital assets sooner than otherwise would have been required, as a result of the project, together with any incremental costs necessary to accommodate the project that are over and above a like-for-like replacement.

2. The Proponent's share of the cost of any other work carried out by the licensed distributor to accommodate the project, including the relocation or improvement of existing assets or the installation of new assets, shall be:

The incremental costs associated with that work

Notwithstanding the prescribed formula, section 5(7) provides that Proponents and LDCs may agree to an alternative cost apportionment arrangement. Proponents and LDCs seeking alternative cost apportionment arrangements are encouraged to coordinate and negotiate early and in good faith.

Exception to Cost Apportionment: Non LDC-Owned Poles

O. Reg. 410/22 was amended on November 1, 2025, to specify that, under s. 5(8) of the regulation, the cost apportionment requirements in s. 5(7) do not apply for "make ready" work affecting utility infrastructure (i.e., distribution poles) not owned by the electricity distributor, such as ISP-owned poles.

As a result, the distributor is not entitled to charge the Proponent or owner of the pole(s) any amount to recover a contribution towards "make-ready" costs, including costs related to any repairs or corrections made to the distributor's distribution system that would have to have been required regardless of the Proponent's notice.

OEB Guidance on Cost Apportionment

On February 9, 2023, the OEB issued guidance on cost apportionment for Designated Broadband Projects, clarifying how each component of the prescribed formula should be calculated and providing certainty to Utilities and project Proponents.

- Letter from OEB re: Guidance on Cost Apportionment for Designated Broadband Projects (pdf)

On May 25, 2023, Hydro One Networks Inc. advised OEB of it's intent to apply a fixed-percentage cost sharing methodology in respect of the make-ready costs for Designated Broadband Projects.

- Letter from Hydro One Networks Inc. re: Use of Fixed-Percentage Cost Sharing with Respect to Provincial Broadband Projects (pdf)

On July 28, 2023, OEB issued a response to Hydro One Network Inc.'s proposal, providing further directions on the use of a fixed-percentage cost sharing approach.

- Letter from OEB re: Fixed-Percentage Cost Sharing for Designated Broadband Projects (pdf)

Where a conflict may exist between this Guideline and OEB guidance, OEB guidance should be viewed as authoritative.

For additional guidance on cost apportionment please contact TAT at tat@infrastructureontario.ca.

Work Categorization and Cost Treatment

In enabling access to electricity distribution infrastructure, Proponents and LDCs will encounter conventional make-ready work activities that can be grouped based on their cost treatment according to O. Reg. 410/22 and OEB's guidance. Table 6.9 summarizes these categories and provides descriptive scenarios to support consistent application of cost apportionment. These scenarios or examples are general in nature and may not apply in all circumstances.

Table 6.9: Example cost treatment of common make-ready work activities.

Work Category	Scenarios or Examples	Cost Treatment
Work that would be incurred by the	• Work is undertaken exclusively for the benefit of electricity customers.	LDC

Work Category	Scenarios or Examples	Cost Treatment

LDC in the absence of the broadband project or work unrelated to the broadband project	• Like-for-like replacement of capital/distribution assets with no remaining useful life:
	  o Replacement of an existing 35ft, 50-year-old pole with a new 35ft pole. The original 35ft pole has no remaining useful life and would have been replaced by the Utility regardless of the broadband project.
	• Correction of pre-existing critical deficiencies, defects, and/or hazards (e.g., suspect or faulty insulators)
	• Incremental system upgrades for safety/reliability as per the Utility's requirements and for the benefit of electricity customers:
	  o Composite poles over wood poles.
	  o Design requirements for future voltage conversions on feeders.
	  o Line route changes for access improvements.	

Replacement of existing assets to accommodate the broadband project	• Replacement of functional capital/distribution assets sooner than otherwise would have been required
	  o Replacement of an existing 35ft, 35-year-old pole with a new 45ft pole. The 35ft pole has 20 years of remaining useful life and the new 45ft pole is needed to accommodate materially significant loading and clearance/separation standards.
	• Replacement of capital/distribution assets with no remaining useful life where the broadband project requires a new asset that is over and above a like-for-like replacement:
	  o Replacement of an existing 35ft, 50-year-old pole with a new 45ft pole. The 35ft pole has no remaining useful life and the new 45ft pole is needed to accommodate materially significant loading and clearance/separation standards.
		Cost sharing
		
		Component #1 of [O. Reg. 410/22](#) *formula*

Other work to accommodate the broadband project	• Work that has no benefit for electricity customers and would only be undertaken for the purpose of facilitating the broadband project.
	• Relocation or improvement of existing capital/distribution assets:
	  o Configuration changes.
	  o Raising/lowering of neutrals, wires, or cables.
	• Installation of new capital/distribution assets to facilitate the broadband project.
	• Additional work directly attributable to accommodating the broadband project:
	  o Pole reframing.
	  o Guy/conductor re-tensioning.
	  o Incremental easement requirements.
		Proponent (ISP)
		
		Component #2 of [O. Reg. 410/22](#) *formula*

Return to Top

Work Category	Scenarios or Examples	Cost Treatment
	o Grounding and bonding work required for broadband attachment. • Temporary measures that do not constitute the final asset replacement (e.g., in-span poles).	

Cost Apportionment and Reimbursement for Owner-Led Approaches

Where make-ready is owner-led, costs may flow through a combination of:

- Proponent payments to the LDC, where the Proponent bears all or part of costs under the applicable apportionment.
- LDC reimbursements to the Proponent, in scenarios where the Proponent has incurred eligible costs that the LDC is responsible for under the applicable framework.
- Provincial subsidy support, where applicable, to reduce financial pressure and maintain deployment momentum.

Regulatory cost apportionment baseline
The Guideline describes that O. Reg. 410/22, and specifically section 5(7) sets the baseline for cost apportionment for make ready-work, including for owner-led approaches that distinguishes between (i) replacement of assets to accommodate the broadband project and (ii) other incremental work required to accommodate the project. Notwithstanding the prescribed formula, section 5(7) sets out that LDCs and Proponents may agree to a different cost apportionment arrangement.

Important exception to non-LDC-owned poles
The Guideline also notes that amendments specify cost apportionment treatment differs where make ready affects poles not owned by the electricity distributor (e.g., ISP-owned poles), in which case the distributor is not entitled to charge the Proponent or owner for make-ready costs as described in section 5(8) of O. Reg. 410/22 and in this Guideline.

To make cost treatment predictable and reduce disputes, parties are encouraged to:

- Confirm scope categorization early (what is “replacement to accommodate” vs. “other incremental work”) so invoices and approvals align with expectations.
- Use transparent cost breakdowns tied to the Utility’s work orders and the ISP’s project segmenting to reduce reconciliation friction.
- Reconcile promptly at close-out, using as-built/inspection completion as the trigger to finalize costs and any reimbursements.

Part 6: Broadband One Window

A. Overview of Broadband One Window (BOW)

Broadband One Window (BOW) Platform

Designated Broadband Projects require coordinated permitting, make-ready planning, infrastructure data access, documentation control, and issue resolution across ISPs, municipalities, LDCs, and other infrastructure owners. The BOW is Ontario's shared digital platform that supports these activities through standardized workflows, spatial visibility, centralized documentation, and structured case management.

Key Functionalities of BOW

- **GIS / Spatial View:** Enables delivery partners to visualize project areas, routes, segments, and constraints geographically. This improves early identification of conflicts and supports route-level decision-making.
- **Workflow & Tracking Dashboard:** Provides standardized tracking of submissions and approvals, improving accountability and predictability by showing where an item sits in the review cycle and where bottlenecks are emerging.
- **Infrastructure / Data Repository:** Supports the collection and controlled sharing of relevant infrastructure datasets (where digitally available) to enable proactive design and coordination, and reduce redesign caused by missing information.
- **Document Management**: Stores and organizes submitted packages (designs, supporting documentation, records) so parties can reference a consistent version, reduce duplicate requests, and maintain a clear audit trail of what was submitted and when.
- **Case & Issue Management**: Provides a structured way to raise issues, request support, and track actions, reducing reliance on ad-hoc email escalation and helps resolve problems earlier.

BOW Inputs and Outputs

Depending on the delivery partner role and project stage, BOW is used to manage and/or reference:

- **Permit / access submissions and responses** (where routed through BOW), including status updates and decision outcomes.
- **Infrastructure data requests** where records are available digitally (to support planning, design, and conflict avoidance).
- **Supporting documentation** tied to coordination and approvals (e.g., design packages, records, relevant correspondence captured as part of a case file).
- **Support requests** for coordination help and informal issue resolution through TAT, where appropriate.

When BOW is Used

BOW is used to support consistent coordination and predictable delivery partner interactions, particularly where:

- a municipality receives a ROW access application through BOW and is expected to respond through the platform.
- an ISP elects to use BOW for a Designated Broadband Project, enabling consistent tracking across parties.
- infrastructure data requests are being made where records are digitally available and shared through established channels.

Access Controls and Interoperability

BOW is intended to support broad participation while maintaining appropriate controls: delivery partners generally access only the projects and data relevant to their role and jurisdiction/Service Area, enabling coordination without unnecessary exposure of unrelated project information.

Organizations with existing systems may integrate with BOW through agreed approaches (e.g., direct integration or scheduled data exchange) to avoid duplicate entry and maintain a consistent record across tools, where feasible.

BOW is available online. For access support or navigation help, contact TAT@infrastructureontario.ca.

B. Data Requests through the Broadband One Window

Access to up-to-date utility infrastructure data enables broadband Delivery Partners to plan more effectively, support timely decision making, and coordinate work around co-located infrastructure.

Section 20.1 of the BBFA allows the Minister (or delegate) to request utility infrastructure data related to Designated Broadband Projects. Infrastructure owners or operators must respond within 15 business days to requests for data concerning infrastructure owned or operated within 10 metres of a Designated Broadband Project. Persons or entities subject to the requirement in s. 20.1 include:

- Every municipality in Ontario.
- Hydro One Networks Inc.
- Ontario Power Generation Inc.
- Gas distributor and gas transmitter as defined in the *Ontario Energy Board Act, 1998*.
- Electricity distribution system operator as defined in the *Electricity Act, 1998*.
- A person or entity regulated under the *Oil, Gas and Salt Resources Act, 1990*.
- A person or entity that owns or operates infrastructure that crosses a public ROW or is in the vicinity of a public ROW.

Such requests may only be used to enable construction of Designated Broadband Projects and are generally issued through the BOW. For the purposes of the BBFA, utility infrastructure data includes:

a. Records of the utility infrastructure and associated ROWs.
b. Records of communications and agreements related to the utility infrastructure.
c. Data related to the location for all utility infrastructure that may be affected by a proposed excavation related to a Designated Broadband Project.
d. Any other information the Minister considers necessary for the purposes of the BBFA.

Proponents may be asked to submit data on their use of in span poles for Designated Broadband Projects to ensure compliance with ESA Bulletin DB-06-22-v1.

Return to Top

Part 7: Resolving Disputes

Parties are encouraged to resolve disputes collaboratively and in good faith. Using this Guideline may assist to clarify roles and obligations and prevent escalation. Where a resolution cannot be reached, disputes may be referred to TAT for informal support.

Parties seeking to make use of TAT's informal support may adopt the use of BOW to ensure TAT has sufficient and detailed project information necessary to provide assistance in the dispute.

Informal Dispute Resolution

Engaging TAT is the recommended first step in resolving disputes. Acting in a neutral capacity, TAT works with parties to de-escalate issues and facilitate non-binding resolutions, mutually agreeable outcomes through the process outlined in Table 8.1.

To engage TAT, parties may submit a request through the BOW Support Request module or contact TAT directly at TAT@infrastructureontario.ca.

Table 8.1 outlines the Informal Dispute Resolution process.

Activity	Process Details
1. Mutual resolution by parties	• Parties are encouraged to use this Guideline and other resources to understand their roles and obligations to minimize disagreements and prevent disputes from escalating.
2. Request TAT support	• If disputes cannot be resolved collaboratively, parties are encouraged to request support from TAT through the BOW Support Request module. • Parties should provide information and relevant documentation in BOW to detail the dispute.
3. TAT reviews information	• TAT will review submissions, request additional information as needed, and convene discussions with the parties.
4. Informal dispute resolution discussions	• TAT will document discussions and upload records to BOW, facilitating continued dialogue until a resolution is reached.
5. Review documentation	• Parties may access dispute documentation in BOW at any time and may agree on non-binding resolutions facilitated by TAT.
6. Informal dispute resolution process conclusion	• If a mutually agreeable outcome is not achieved, a Proponent may pursue a binding resolution through a formal dispute-resolution authority.

Formal Dispute Resolution

Proponents may seek binding resolutions from the Ontario Energy Board (OEB), the Minister of Energy and Mines or Ontario Lands Tribunal (OLT) in accordance with applicable regulation or legislation. Formal escalation is only recommended as a last resort, if a resolution cannot be reached informally through support from TAT.

Where a formal application is made, Proponents are encouraged to include records of the informal dispute-resolution process available through BOW. TAT can assist Proponents in retrieving this information, if required.

Formal Dispute Resolution Pathways

For disputes related to LDC compliance with O. Reg. 410/22:

- Proponents may apply to the OEB for a resolution. The OEB will make a determination, within 30 days of having all the relevant material required to make such a determination, for issues related to material deficiencies or purported material deficiencies. Disputes related to other matters will be dealt with through the OEB's existing processes (see below for more information).
- Proponents may seek ministerial intervention to the Minister of Energy and Mines for:
  - A notice to an LDC to complete work under s. 4(1)(a) or 4(1)(b) of the BBFA
  - An order to an LDC to comply with a previously issued notice or authorize the ISP to carry out the work described in the notice, under s. 9 of the BBFA.
- It is recommended that Proponents seek a resolution from the OEB for compliance issues pertaining to LDC compliance with O. Reg. 410/22 *before* applying to the Minister for a resolution. The Minister may not act while a matter is before the OEB.

For disputes related to municipalities' compliance with the BBFA, Proponents may apply to the Minister of Energy and Mines for a notice under s. 12 or order under s. 15 of the BBFA.

For locate-related disputes, ISPs may contact Ontario One Call, either through TAT or directly.

For disputes related to compensation owed to Proponents for a loss or expense incurred by them as a result of an LDC or municipality's failure to comply with a notice or order, Proponents may apply to the OLT for a determination of compensation.

1. Minister of Energy and Mines

The BBFA authorizes the Minister to issue notices and orders to require municipalities and/or LDCs to complete work for Designated Broadband Projects. These authorities are intended to be used as a last resort.

Under the BBFA, Proponents (e.g., ISPs) may request the Minister of Energy and Mines to:

- Issue a notice to an LDC to complete work under s. 4(1)(a) or 4(1)(b).
- Issue an order to an LDC to comply with a previously issued notice or authorize the Proponent to carry out the work described in the notice, under s. 9(1).
- Issue a notice to a municipality that municipal service and ROW access is required under s. 12.
- Develop and make a municipal service and ROW access order under s. 15 and s. 16.

Proponents are strongly encouraged to work with delivery partners to resolve issues through TAT and, where relevant, raise compliance matter under O. Reg. 410/22 to the OEB before seeking a resolution from the Minister of Energy and Mines. MEM may consider whether these steps have been taken before exercising authorities under the BBFA. Table 8.2 below outlines the process for requesting the Minister to issue a notice to an LDC or municipality.

Note: The Minister of Energy and Mines may in their own discretion defer or decline to exercise certain authorities under the BBFA.

Table 8.2 outlines the process for requesting the Minister of Energy and Mines to issue a notice or order under the BBFA.

Activity	Details
1. Mutual Resolution by parties	• Parties are encouraged to use this Guideline and other resources to understand their roles and obligations to minimize disagreements and prevent disputes from escalating.

2. Request TAT support	• Where issues cannot be fully resolved through mutual resolution, parties are strongly encouraged to request TAT's support to facilitate a resolution through the BOW Support Request module and provide relevant information and relevant documentation in BOW.
3. TAT informal dispute resolution	• TAT will facilitate informal dispute resolution in accordance with Table 8.1 above, supporting non-binding, mutually agreeable solutions where possible.
4. Proponent to provide written notice	• If informal resolution is unsuccessful, a Proponent may pursue a binding resolution through a formal dispute-resolution authority or submit written notice of the dispute to the Minister of Energy and Mines at broadband@ontario.ca.
5. Documentation and Information	• Notice to MEM should include the nature of the dispute, applicable regulatory or legislative requirements, whether TAT informal dispute resolution support was sought, and relevant BOW documentation. Where the issue involves LDC non-compliance, Proponents should indicate if the matter has been raised with the OEB and include any related decisions. • MEM may follow up with Proponents and parties involved in the dispute for additional information.
6. Notification to affected delivery partners	• Delivery partners against whom a complaint is raised will be given an opportunity to respond, in a manner determined by the Minister.
7. Review and Assessment	• MEM will review the submission and may consult involved delivery partners, and other Ministries, Agencies, Boards, or Commissions. • In some circumstances, the Minister of Infrastructure may choose not to issue a notice/order and instead direct the TAT to facilitate a non-binding resolution between disputing parties or direct the Proponent to the appropriate formal dispute resolution body.
8. Issuing Minister's Notice or Order	• The Minister may issue a notice or order on a discretionary basis after reviewing the information provided by parties. • Notices or orders may be issued by email or registered mail and may specify required actions and compliance timelines. • Compliance dates may be mutually agreed; if not, compliance must occur in no less than 60 days after the notice is served. • Upon receipt, parties must promptly coordinate to complete the required work.
9. LDC time appeal	• An LDC that receives a notice or order and seeks additional time to comply may apply to the Superior Court of Justice.

Administrative Penalties under the BBFA
O. Reg. 324/23: Administrative Penalties prescribes provisions 5,9, and 20.1 of the BBFA for administrative penalties under s. 24(1) of the Act.

- Sections 5 and 9 contain requirements for LDCs and Proponents of provincially funded broadband projects with respect to Minister's notices and orders.
- Section 20.1 requires certain utility infrastructure owners or operators to share data as requested by the Minister within 15 business days of receiving a request.

If the Minister determines that a person has contravened the BBFA, its regulations or a Ministerial order, an administrative penalty of up to $500,000 may be imposed in accordance with s. 24 of the Act. In determining the penalty amount, the Minister may consider factors such as the impact of the contravention, compliance history, any economic benefit gained, and any remedial actions that were taken. Penalties may only be imposed up to one year after the occurrence of the contravention.

An order imposing an administrative penalty must identify the implicated parties, describe the contravention, specify the amount payable to the Minister of Finance, outline payment requirements (e.g. within 30 days of service), and explain the review process. Orders are deemed served, whether through personal delivery, email correspondence, or registered mail, each with distinct timelines.

Administrative penalties are intended to deter non-compliance with the prescribed provisions of the BBFA and support timely completion of provincially funded broadband projects. Parties who receive an order imposing administrative penalties have a right to a review by the Ontario Land Tribunal within 15 days of when the notice is served. The review is conducted in accordance with the practices and procedures stipulated under the *Ontario Land Tribunal Act, 2021*.

2. Ontario Energy Board (OEB)

As Ontario's independent electricity and natural gas regulator, the OEB is authorized by the OEBA as the initial decision maker on all issues pertaining to interpretation of and compliance with the Act and its regulations, including O. Reg. 410/22 and O. Reg. 842/21.

The OEB provides clarity on the requirements of the OEBA and its regulations through a range of tools, including responses to industry inquiries, issuing compliance bulletins and guidance on specific circumstances that LDCs are expected to follow.

The OEB administers a general compliance process under the OEBA, as well as an expedited process for adjudicating disputes related to "material deficiencies" under O. Reg. 410/22. See Table 8.3 below:

1) **Overall compliance:** beyond its role in resolving material-deficiency disputes, the OEB is also authorized under the OEBA to enforce compliance of O. Reg. 410/22 broadly. For more information on the OEB's compliance and enforcement process, click here.
2) **Material Deficiencies:** under O. Reg. 410/22, Proponents may apply to the OEB to resolve a dispute with a licensed distributor related to a enumerated material deficiencies in section 5 of the regulation. The OEB is not permitted to accept such applications by proponents where a notice has been issued under section 4 of the BBFA.

Table 8.3 outlines the process for resolving a dispute over material deficiencies through the OEB.

Activity	Process Details
1. Proponent to provide written notice	• The Proponents submits a written request to the OEB to resolve a dispute. • To support timely review, the request should outline the nature of the dispute, applicable legislation or regulation, whether TAT support was sought, and relevant information from BOW.
2. OEB information gathering	• The OEB may request additional information from the parties and review relevant materials from BOW. • Where appropriate, the OEB may attempt to facilitate an informal resolution.
3. OEB Review	• In accordance with O. Reg. 410/22, the OEB must issue an order within 30 days of receiving all information required to make its determination.

3. Ontario Land Tribunal (OLT)

The OLT adjudicates matters related to land use planning, environmental and natural features, heritage protection, land valuation, land compensation, municipal finance, and related matters.

As it concerns designated broadband projects, the OLT adjudicates compensation-related disputes under the BFFA. Information on OLT processes, appeal requirements, and forms is available on its website.

Under the BBFA, the OLT resolves disputes involving compensation claims arising from:

- Section 10: losses or expenses incurred by the Proponents due to LDC non-compliance with Minister's notices or court orders.
- Section 18: municipal non-compliance with service or ROW access orders where mediation is unsuccessful.
- Section 19: costs incurred by MEM where it authorizes work that a municipality failed to perform.

Amendments to the One Call Act also allow excavators and underground infrastructure owners to seek compensation through the OLT for losses resulting from contraventions of the Act.

- Under s. 16 (1) infrastructure owners may seek compensation from excavators if:
  - An Excavator requests a locate to be delivered without the intention of starting excavation within 30 days or;
  - The Excavator digs in a manner where they reasonably ought to know would damage or interfere with underground infrastructure.
- Under s. 17(1) excavators can seek compensation from infrastructure owners if:
  - The Member has failed to provide accurate locates or;
  - Provided locates outside of the legislated timeframe or;
  - Incorrectly provided a clearance.

4. Ontario One Call

Ontario One Call coordinates locate requests for underground infrastructure and enforces compliance with the One Call Act. Designated Broadband Projects are required to use a Dedicated Locator. More information on the Dedicated Locator model can be found here.

To support compliance Ontario One Call administers an Administrative Penalty framework under O. Reg. 87/23, which came into effect on May 1, 2024.

Ontario One Call has jurisdiction over issues, including the following.

- Late Locates
- Late Emergency Locate Response
- Locate Validity Period
- False Renegotiated Date
- Deficient Clearance
- Locate Abuse
- Digging Without a Locate

For a complete list and explanation of disputes, please click here.

Where reasonable cause to believe the Act or its regulations have been contravened, parties may submit a written complaint to Ontario One Call. Verified complaints are addressed with obligated parties, though resolution timelines cannot be guarantee. Complaints are submitted through Ontario One Call's website and are typically reviewed within 2 business days. For more information, click here.

Return to Top

Appendix A: Leading Practices & Innovations from Designated Broadband Programs

The following section summarizes leading practices and innovations implemented in designated broadband programs to reduce barriers, minimize delays and accelerate broadband deployment.

A. Make-Ready Work Acceleration & Field Engineering

Many ISPs (and their engineering teams) may be inexperienced with the practical constraints of large-scale make-ready and associated field delivery. ISPs are encouraged to engage TAT early to apply lessons learned from Designated Broadband Programs, and tailor deployment strategies and techniques to local conditions.

Deployment Innovations and Process Improvements

Several innovations and process improvements have been developed with industry partners to help streamline make-ready work and accelerate project delivery:

- **Overlashing Previously Accounted For (OPAF):** A simplified process allowing ISPs to overlash fibre where loading has already been assessed, reducing engineering reviews and minimizing make-ready needs.
- **Tough Truss / Pole Trussing:** A reinforcement method that stabilizes poles that would otherwise need replacement, significantly cutting costs and timelines by avoiding disruptive pole replacements.
- **Bundle Size Measuring Tool:** A tool that supports the OPAF process by accurately measuring strand bundle diameter to evaluate loading compliance and determine if overlashing can proceed without additional upgrades.
- **Duraline Aerial Duct:** A high-capacity aerial duct used to expand fibre capacity on shared pole lines. This "one and done" solution streamlines permitting and make-ready where multiple ISPs require the same route.
- **Hydro One Regional Models:** An operational model that aligns regional forecasting, crew capacity, and make-ready sequencing to enable more predictable delivery and targeted use of make-ready subsidies.
- **Materially Insignificant Applications (MIA):** A simplified Bell Canada attachment protocol allowing low-impact fibre installations to proceed without full design review, reducing make-ready timelines and costs. There is also a MIA for Hydro One owned poles, where if a cable of larger size and heavier weight is removed from an existing strand, then a new lighter fibre can be installed without full design review, reducing make-ready timelines and costs.

Technical Guidance and Reference Resources

The following reference materials provide clear guidance on engineering allowances, specialized construction methods, and standard deployment practices:

- **POLE Document:** A reference document outlining ESA allowances and permissible deviations for pole attachments, highlighting mitigations, such as materially insignificant work, design duplication, and OPAF, that reduce unnecessary pole replacements and speed up approvals.
- **Submarine Fibre Guidance:** A technical guide for planning and permitting submarine fibre routes, covering routing best practices, environmental considerations, equipment selection, and coordination with provincial and federal authorities.
- BOW Library**:** A centralized collection of templates, deployment practices, and technical guidance that supports ISPs in navigating permitting, design, construction, and regulatory requirements.

Return to Top

B. Permitting, Access and Asset Management

Process Improvements and Access Facilitation

Several process enhancements have been introduced to reduce administrative barriers and improve infrastructure access, making workflow more predictable and minimizing permitting and coordination delays:

- **Municipal Access Agreement (MAA) Lite:** A simplified agreement that speeds up ISP–municipal negotiations by providing a standardized framework and clearly defined roles to facilitate faster access to municipal ROWs.
- **Third-Party Strand Transfer Process:** A coordinated process allowing ISPs and contractors to transfer strand from old to new poles after make-ready work, reducing scheduling delays, lowering costs, and accelerating project closeout.
- **Rail Crossing Turnkey Offering:** A turnkey approach that consolidates rail crossing requirements and submits permits as a single, standardized package, enabling coordinated CN/CP review rather than sequential approvals to accelerate approvals and construction timelines.
- **Pole Transfer/Ownership Process:** A process between Hydro One and Bell Canada to reconcile and correct pole ownership records under the Joint Use Agreement and following regulated rules. Ensuring the right owner is responsible for make-ready work, costs, and ongoing maintenance, while reducing administrative friction.
- **Municipal and Easement Access Improvements:** Practical guidance and tools (via the BBFA Guideline, BOW easements resources, and TAT support) to address access constraints outside of MAAs, such as private-land easements, boundary and ownership clarification, and route confirmation, using early scoping and field alignment to prevent access delays.

Guidance Documents and Deployment Resources

Guidance documents are available to help ISPs navigate permitting, construction, and engagement requirements across jurisdictions. These resources provide best practices and regulatory expectations to support safe, efficient, and compliant broadband deployment.

- **ROAD Document:** Provides best practice guidance on municipal engagement, permitting, and construction in the public ROW, helping ISPs plan deployments that align with local standards and minimize disruption.
- **MTO Permitting Guidance:** Offers guidance on obtaining permits for broadband work within Ministry of Transportation (MTO) corridors, including application requirements, safety considerations, and coordination expectations.
- **Ministry of Natural Resources and Forestry (MNRF) Permitting Guidance:** Outlines permitting requirements for projects involving Crown land, natural heritage features, or wildlife considerations overseen by MNRF.
- **Rail Crossing Guidance:** Provides a step-by-step overview of requirements for constructing fibre crossings at CN and CP rail corridors, including design standards, safety protocols, and application processes.
- **Easement and Private Property Deployment Guidance:** Supports ISPs in securing access across private lands and easements by clarifying engagement expectations, documentation needs, and best practices for landowner coordination.

Glossary

Aerial Route: Deployment of broadband infrastructure by means of attachment to above ground support structures such as LDC-owned poles.

As-Built Drawings: As-Built Drawings are prepared based on information gathered during construction or fabrication by someone other than a practitioner or someone under their supervision. Often, the information is provided by the contractor in the form of red-line mark-ups of the design drawings. If a practitioner then proceeds to revise the design documents to incorporate the red-line mark-ups, these documents should be clearly marked as "As-Built Documents" and not sealed.

Attacher: An entity that will attach or have attached its cable and/or fibre to a pole owned and/or controlled by an LDC. Attachers are ISPs who will have third-party attachments.

Attachment: A single connection of the attacher's equipment to the support structure that has a direct or indirect influence on the performance, appearance, and safety of the support structure or the structure owner's ability to access and maintain it. The attacher may have multiple attachments to a support structure (such as an LDC-owned pole).

Broadband: The term broadband commonly refers to high-speed internet access that is always on and faster than traditional dial-up access. Broadband includes several high-speed transmission technologies, such as fibre, wireless, satellite, digital subscriber line and cable. The CRTC defines universal service objective as having access to actual download speeds of at least 50 Mbps and actual upload speeds of at least 10 Mbps.

Building Broadband Faster Act (BBFA): *Building Broadband Faster Act, 2021*; the BBFA creates a suite of legislative measures that will streamline project set-up and delivery as it pertains to planning and installing essential broadband infrastructure and services.

Business Day (or Days): Means a day from Monday to Friday, other than a holiday as defined in s. 87 of the *Legislation Act, 2006*.

Designated Broadband Project: As prescribed under regulation under the *Building Broadband Faster Act, 2021*, every broadband project where funding, in full or in part, has been provided through the Ministry of Energy and Mines for the purposes of deploying broadband and high-speed internet infrastructure in Ontario is a Designated Broadband Project for the purposes of the Act.

Designated Broadband Project Delivery Partners (Delivery Partners): Proponents, distributors, transmitters, municipalities, members of Ontario One Call, any other person with infrastructure within a right-of-way for a Designated Broadband Project and any other person whose cooperation is required to carry out a Designated Broadband Project.

Electrical Safety Authority (ESA): The Electrical Safety Authority is an administrative authority responsible for enhancing public electrical safety in the province and the day-to-day administration of *Part VIII* (eight) of the *Electricity Act, 1998* and related regulations.

Fibre (also referred to as Fibre Strand): A flexible hair-thin glass or plastic strand that is capable of transmitting large amounts of data at high transfer rates as pulses or waves of light.

Guys/Anchors: Support structures to balance loading on bisect and dead-end poles.

Improving Connectivity for Ontario program (ICON): The ICON program is part of Up to Speed:

Return to Top

Ontario's Broadband and Cellular Action Plan, which outlines the strategy to expand access to broadband and cellular connectivity in identified areas of need.

Internet Service Provider (ISP): An entity that provides internet connections and services to individuals and organizations. Typically, ISPs also provide additional services such as email accounts and webhosting. Note the terms ISPs, TSP and WISP refers to the same service providers and can be used interchangeably.

Local Distribution Company (LDC): A local electricity distribution company is a power distribution company that is responsible for distributing power from transmission lines to people's homes and businesses in an exclusive distribution area and is licensed by the OEB. Also referred to as distributors or transmitters.

Make-Ready Costs: Costs associated with preparing a LDC pole to receive a new fibre attachment.

Mark-up Circulation: Circulation of preliminary drawings to all parties (e.g., municipalities, LDCs, Utilities and other ISPs) that may have infrastructure in the ROW so that they may review and mark any conflicts between the proposed running line and their buried assets.

Materially Insignificant: An attachment or modification that does not materially affect structural loading or safety and may proceed without full pole-line engineering under ESA Bulletin DB-07-15. This includes Bell Canada's allowance for low-impact fibre attachments (e.g., overlashing on existing strand within accounted loading) and Hydro One's allowance to replace a heavier existing cable with a lighter cable on an existing strand, subject to hazard correction.

Minister: Refers to the Minister of Energy and Mines or such other members of the Executive Council to whom responsibility for the administration of the BBFA is assigned or transferred under the *Executive Council Act, 1990*.

Municipal Access Agreement: A Municipal Access Agreement (MAA) is a legal agreement that provides companies the ability to construct, maintain, relocate and operate their equipment within rights-of-ways that are under the jurisdiction of a municipality. It states the roles, responsibilities and requirements for both the signatory and the municipality and deals primarily with issues such as municipal consent, hazardous substances and materials, road occupancy permits, rights-of-way, costs to be carried by municipalities, third party and sub-contractor agreements, service level agreements, maintenance and repair responsibilities as well as equipment use and invoicing.

Municipal Consent (MC): is provided by a municipality for a Utility Company to occupy a specific location within the municipal rights-of-way. Utility locations and separations have been established for various road cross-sections to avoid conflicts in the planning of projects by various utilities occupying the rights-of-way and to minimize the impact of proposed work on any adjacent infrastructure. MCs are only issued to utility companies, commissions, agencies and private Applicants who have the authority to construct, operate and maintain their infrastructure within the right-of-way as established through legislation or terms of a Municipal Access Agreement (MAA) where they apply and are approved. An MC gives a company permission to install or move facilities and is required when a road needs to be excavated.

One Touch Make-Ready (OTMR): One Touch Make-Ready policies try to avoid delay and redundancy by having all make-ready work (such as rearranging several existing attachments) performed at the same time by a single crew.

Ontario Energy Board (OEB): The OEB is Ontario's independent regulator of the electricity and natural gas sectors. Its activities include making rules to protect consumers, setting rates, and licensing

Return to Top

all participants in the electricity sector including the Independent Electricity System Operator (IESO), generators, transmitters, distributors, wholesalers and electricity retailers, as well as natural gas marketers who sell to low volume customers.

Ontario Energy Board Act (OEBA): The *Ontario Energy Board Act, 1998* is the provincial statute that establishes the Ontario Energy Board (OEB) and authorizes regulation of electricity infrastructure, including pole access, make-ready work, cost apportionment, and Performance Timelines for Designated Broadband Projects under O. Reg. 410/22.

Ontario One Call: Ontario One Call is an administrative authority responsible for coordinating requests from excavators, for the location of underground infrastructure (e.g., buried gas pipelines).

Ontario Underground Infrastructure Notification System Act (One Call Act): *Ontario Underground Infrastructure Notification System Act, 2012* is the provincial statute that establishes Ontario One Call and sets requirements for the notification, location, and protection of underground infrastructure, including mandatory locate timelines and the Dedicated Locator model for Designated Broadband Projects.

Overlashing: Overlashing is the practice of attaching an additional fibre optic cable over an existing aerially deployed fibre optic cable attached to an LDC pole.

Performance Timelines (PTs): Standard timelines allotted to Designated Broadband Project Delivery Partners, particularly LDCs, municipalities and members of Ontario One Call that must be adhered to.

Pole Stumping: refers to cutting an existing pole, leaving only an attacher's equipment on the pole. A new pole is installed near the stump pole with the agreement that the attacher will transfer the equipment to the new pole within a timeframe as outlined in ESA's In-Span Structures and Overhead Unsupported Conductors Bulletin.

Power Make-Ready Work: The work undertaken on any part of the distributor's distribution system that is required for the purpose of facilitating a new attachment request.

Professional Engineer (P. Eng.): A person who holds a licence or temporary licence under the Professional Engineers Act (O. Reg. 22/04).

Proponent: An ISP that entered into the Project Agreement with the Government of Ontario to carry out a provincially funded project in a Service Area.

Rights-of-Way (ROW): ROW are legal rights to pass through property owned by another. ROWs are frequently used to secure access to land for digging trenches, deploying fibre, constructing towers and deploying equipment on existing towers and LDC poles.

Road Occupancy Permit (ROP): A Road Occupancy Permit is required by some municipalities when working within the municipal right-of-way. Activities that require a road occupancy permit include temporary lane closures or construction related road closures, mobile crane work, temporary scaffolding or hoarding, crossing the boulevard for temporary construction site access, disposal bins located in the roadway or public laneway, storage of materials and equipment located in the roadway or public laneway, workers on the road or the blockage of sidewalks. Some municipalities may not require this permit and need only to be notified.

Service Area: The entire area within which a service provider either offers or intends to offer broadband service.

Return to Top

Telecommunications Service Providers (Telecom): An entity that has traditionally provided telecommunication services. However, for the purposes of this Guideline, Telecom is used synonymously and interchangeably with ISP.

Utility Infrastructure: Poles, wires, cables including fibre-optic cables, conduits, towers, transformers, pipes, pipelines or any other works, structures or appliances placed over, on or under land or water by a utility company.

Utility Company: A municipal corporation or commission or a company or individual operating or using communications services, water services or sewage services, or transmitting, distributing or supplying any substance or form of energy for light, heat or power.

Return to Top

You're Invited to the

B. M. Ross and Associates 75th Anniversary Come and Go Celebration

CELEBRATING 75 YEARS

1951-2026

Please join us to celebrate this milestone!

Appetizers and sweets will be served throughout the event

Remarks and a presentation at 5 PM

Fri. Nov. 6, 2026

3 PM - 7 PM

Knights of Columbus Hall,
390 Parsons Court
Goderich

RSVP to Callie by Oct. 23 at
519-524-2641
or cvanosch@bmross.net

1078 Bruce Road 12 | P.O. Box 150 | Formosa ON
Canada | N0G 1W0 | 519-364-1255
www.saugeenconservation.ca
publicinfo@svca.on.ca

County of Bruce
County of Dufferin
County of Grey
County of Huron
County of Wellington
Municipality of Arran-Elderslie
Municipality of Brockton
Township of Chatsworth
Municipality of Grey Highlands
Town of Hanover
Township of Howick
Township of Huron-Kinloss
Municipality of Kincardine
Town of Minto
Municipality of Morris-Turnberry
Town of Saugeen Shores
Township of Southgate
Municipality of South Bruce
Township of Wellington North
Municipality of West Grey

August 10th, 2026

Subject: August 6, 2026 Update to ERO 026-0740, Proposed Governance Regulations for Regional Conservation Authorities

To our Watershed Partners,

The Province of Ontario has posted proposed regulations under the Conservation Authorities Act relating to the governance of Ontario's future regional conservation authorities and the Ontario Provincial Conservation Agency.

The proposal was posted to the Environmental Registry of Ontario on July 29, 2026, under ERO number 026-0740. The posting was subsequently updated on July 31 and August 6 to correct population information for certain participating municipalities. The Province has indicated that these corrections resulted in minor adjustments to the proposed number of members appointed by some municipalities.

The proposed regulations would establish:

- A population-based method for determining the number of representatives appointed by participating municipalities to regional conservation authority boards
- Additional eligibility restrictions for appointments to the board of the Ontario Provincial Conservation Agency

Under recent amendments to the Conservation Authorities Act, responsibility for appointing members to the future regional conservation authorities will rest with participating single-tier and upper-tier municipalities. Lower-tier municipalities would no longer make appointments directly.

Proposed Municipal Appointment Formula

The Province is proposing a tiered formula based on each participating municipality's share of the population within the regional conservation authority:

- A municipality representing more than 30% of the regional population would appoint four members
- A municipality representing 15% or more, but less than 30%, would appoint three members
- A municipality representing 5% or more, but less than 15%, would appoint two members
- A municipality representing less than 5% would appoint one member

Where only part of a municipality falls within the regional conservation authority, the Province proposes adjusting the municipality's population based on the percentage of its geographic area located within the authority's jurisdiction.

For example, if 50% of a municipality's geographic area falls within a regional conservation authority, 50% of its total population would be used to determine its share of the regional population and corresponding number of appointments.

Proposed Lake Huron Regional Conservation Authority

SVCA is proposed to become part of the new Lake Huron Regional Conservation Authority, together with the existing conservation authorities serving watersheds that drain into Lake Huron and Georgian Bay.

Under the revised supplemental document, the proposed Lake Huron Regional Conservation Authority would have 21 members appointed by 13 participating upper-tier and single-tier municipalities.

The proposed allocations are:

- York Region: four members
- Simcoe County: three members
- Durham Region: two members
- City of Barrie: two members
- Grey County: two members
- Huron County: one member
- Bruce County: one member
- Dufferin County: one member
- Middlesex County: one member
- Wellington County: one member
- Perth County: one member
- Lambton County: one member
- City of Kawartha Lakes: one member

For SVCA's current municipal partners, this would mean that appointments to the future regional authority would be made through Bruce County, Grey County, Huron County, Dufferin County and Wellington County, as applicable. SVCA's current lower-tier participating municipalities would not make appointments directly under the proposed framework.

Return to Top

The proposed allocation is based on the population and geographic area of each participating upper-tier municipality located within the entire Lake Huron Regional Conservation Authority. It is not based solely on the municipality's population or geographic area within the existing SVCA watershed.

Alternative Municipal Agreement

Following the transition, all participating municipalities within a regional conservation authority could unanimously enter into an agreement establishing a different allocation of appointments.

Under the Province's proposal:

- No municipality could appoint more than five members
- The total board size could not exceed the number of members produced by the provincial tiered formula
- An alternative agreement would not be required to provide every participating municipality with at least one representative
- Any increase in appointments for one municipality would require a corresponding reduction elsewhere to remain within the overall board limit

The tiered formula would be mandatory for the initial appointments made before the transition. An alternative municipal agreement could only be entered into after the regional conservation authority has been established.

Ontario Provincial Conservation Agency Board

The Province is also proposing additional restrictions on who may be appointed to the board of the Ontario Provincial Conservation Agency.

The following individuals would be ineligible:

- A registered lobbyist under Ontario's Lobbyists Registration Act
- A current conservation authority board member
- A current officer or senior staff member of a conservation authority

The Province has indicated that these restrictions are intended to support public confidence and reduce the potential for conflicts of interest or undue influence.

Consultation Period

The Province is accepting comments on the proposed regulations until 11:59 p.m. on September 12, 2026. The complete proposal and revised supplemental document are available through the Environmental Registry of Ontario at:

https://ero.ontario.ca/notice/026-0740

SVCA is reviewing the proposed governance framework and its implications for the Authority, its current Board of Directors and its municipal partners. We will continue to participate in the provincial transition process and provide further information as it becomes available.

Our partners may also wish to review the proposal and consider whether to provide comments directly to the Province before the consultation period closes.

Thank you for your continued partnership and attention to this important stage of the transition process.

Sincerely,

Erik Downing
General Manager / Secretary-Treasurer
Saugeen Valley Conservation Authority
1078 Bruce Road 12, Box 150, Formosa, ON N0G 1W0
e.downing@svca.on.ca | (519)364-1255 ext. 241
www.saugeenconservation.ca

Return to Top

Come for a visit. Stay for a lifestyle.

August 28, 2026

Honourable Doug Ford
Premier's Office
Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1
By Email: premier@ontario.ca

Re: Elimination of the Workplace Safety and Insurance Board's Second Injury and Enhancement Fund (SIEF)

At its meeting of August 20, 2026, Council considered the Notice of Motion from Councillor Giddings regarding the Elimination of the Workplace Safety and Insurance Board's Second Injury and Enhancement Fund (SIEF) and passed the following motion:

Motion No. THC-260820-21

Moved by Councillor Daniel Giddings
Seconded by Councillor Gene Brahaney

Whereas the Workplace Safety and Insurance Board (WSIB) eliminated the Second Injury and Enhancement Fund (SIEF), effective June 16, 2026, ending a long-standing cost relief program that assisted employers where pre-existing conditions contributed to the cost or duration of workplace injury claims; and

Whereas municipalities are significant employers of workers performing physically demanding duties and may experience increased WSIB costs as a result of the elimination of SIEF; and

Whereas the Second Injury and Enhancement Fund was established to provide cost relief to employers when pre-existing conditions significantly contributed to workplace injury claims, thereby encouraging employers to hire and retain workers with disabilities and pre-existing medical conditions; and

Whereas the Workplace Safety and Insurance system was established to provide a fair and balanced insurance system that protects both workers and employers; and

Whereas increased workplace insurance costs have the potential to place additional financial pressures on municipal operating budgets and property taxpayers;

urn to Top

Now Therefore Be It Resolved That the Council of the Municipality of Trent Hills respectfully requests that the Province of Ontario and the Workplace Safety and Insurance Board review the impacts of eliminating the Second Injury and Enhancement Fund (SIEF) consult with employers, municipalities, labour representatives and other stakeholders, and consider modernizing or revising the program rather than eliminating employer cost relief altogether, including by modernizing, revising or replacing the current program with an improved cost-relief mechanism that continues to fairly recognize the impact of pre-existing conditions.

Be It Further Resolved That a copy of this resolution be forwarded to:

- The Honourable David Piccini, Minister of Labour, Immigration, Training and Skills;
- Development and MPP for Northumberland-Peterborough South;
- The Honourable Doug Ford, Premier of Ontario;
- All Members of Provincial Parliament in Ontario;
- the Workplace Safety and Insurance Board;
- the Association of Municipalities of Ontario (AMO);
- the Eastern Ontario Wardens' Caucus (EOWC);
- Ontario Chamber of Commerce;
- Canadian Federation of Independent Business (CFIB);
- Ontario Business Improvement Area Association (OBIAA);
- Rural Ontario Municipal Association (ROMA);
- Federation of Northern Ontario Municipalities (FONOM);
- Association of Municipal Clerks and Treasurers of Ontario (AMCTO);
- Local Members of Parliament (for awareness);
- Local Boards of Trade and Chambers of Commerce;
- Northumberland County; and
- all Ontario municipalities, requesting their consideration and support.

Carried.

Should you have any questions, please do not hesitate to contact the Municipality.

Sincerely,

Jessica Polley
Clerk

urn to Top

ONTARIO Onsite Wastewater Association

MEDIA RELEASE – FOR IMMEDIATE RELEASE

Save the Date: Septic Awareness Week Runs September 14–18, 2026

A Week of Learning and Engagement for Onsite Sewage (Septic) System Owners

The Ontario Onsite Wastewater Association (OOWA), in collaboration with the Western Canada Onsite Wastewater Management Association (WCOWMA), the Waste Water Nova Scotia Society (WNSS), the Ontario Association of Sewage Industry Services (OASIS), the Concrete Precasters Association of Ontario (CPA), Ontario Ministry of Education (MOE), Ontario Ministry of Municipal Affairs & Housing (MMAH), Association of Municipalities of Ontario (AMO), and Rural Ontario Municipal Association (ROMA), invite all onsite sewage system owners across Canada to take part in ***Septic Awareness Week***, taking place **September 14–18, 2026**. This initiative is aimed at promoting responsible septic system use and maintenance, with an emphasis on septic system access safety, through education and public engagement.

Kicking off the week is a **free, interactive webinar** on **Monday, September 14, from 7:00 to 8:00 p.m.** Open to onsite sewage system owners and users, this online session will provide practical insights, maintenance tips, and expert guidance to help participants care for their systems and learn best practices for protecting nearby water sources.

In response to the conclusions of a 2025 Ontario Coroner's Review regarding septic system safety, OOWA and our participating partners have prioritized greater attention to septic system access safety. This focus will include greater public awareness, increased community outreach & training, and a complimentary webinar on **Wednesday, September 16 from 7:00 to 8:00 pm** featuring representatives from OOWA, the Ontario Association of Sewage Industry Services (OASIS) and the Concrete Precasters Association of Ontario (CPA). Included in this safety initiative is the creation of a new *Septic Safety Checklists* and a *Safety Booklet*, which will be available in both print and digital form, and will be the webinar's main focus.

Throughout the week, OOWA will be sharing daily tips and helpful hints for homeowners on sewage system care via its website and various social media channels. Homeowners are also encouraged to explore OOWA's Homeowner Resources page at www.oowa.org/homeowner-resources for practical guides, videos, and downloadable materials.

With millions of onsite sewage systems in use across the country, it's critical that owners understand how their systems work and what simple steps can extend the life of their investment. *Septic Awareness Week* encourages everyone to be proactive in ensuring these essential systems function efficiently and safely.

info@oowa.org | 1-855-905-OOWA *(6692)* | PO Box 2336 Peterborough, ON K9J 7Y8 | www.oowa.org

Return to Top

"Safety starts with the choices we make every day. As President of the Ontario Onsite Wastewater Association, I encourage every Ontarian and all Canadians who rely on an onsite sewage system to take the time to understand their system, maintain it properly, and recognize the importance of using it responsibly. Septic Awareness Week is a reminder that knowledge only makes a difference when it leads to action. A well maintained sewage system helps prevent accidents, safeguards our water resources, and supports public health. By working together, we can build a stronger culture of responsibility and environmental stewardship across Ontario and throughout Canada." — *Bill Goodale, President of the Board of Directors, Ontario Onsite Wastewater Association; Tatham Engineering Ltd*.

"One of the Association's key priorities is educating the public about onsite wastewater treatment systems. Understanding how these systems work, how to care for them properly, and how to ensure they remain safe is an essential part of responsible ownership. Septic Awareness Week provides an opportunity for system users to learn not only about maintenance and environmental protection, but also about septic system access safety. Damaged, unsecured, or improperly maintained septic lids can pose serious risks to children, pets, and others who may come into contact with them. By raising awareness we can help keep families and pets safe. When it comes to onsite sewage systems, 'out of sight' should never mean 'out of mind.'" — *Kelly Andrews, Executive Director, Ontario Onsite Wastewater Association (OOWA)*

To register for Ontario's webinars, scan the QR codes provided on the flyer or visit the following links:

Septic System Basics Webinar

Septic Access Safety Webinar

Contact
Kelly Andrews
Executive Director
Ontario Onsite Wastewater Association
executivedirector@oowa.org
1-855-905-6692
www.oowa.org

The **Ontario Onsite Wastewater Association (OOWA)** is a not-for-profit organization that represents professionals within the onsite and decentralized wastewater industry in Ontario. OOWA is dedicated to promoting best practices, advancing education, and supporting sustainable wastewater solutions across the province. Learn more at www.oowa.org.

Ontario

Ministry of Agriculture, Food and Rural Affairs

By-law for Municipalities Not Within a Regional Municipality, the County of Oxford or The District Municipality of Muskoka – Form 5

Drainage Act, R.S.O. 1990, c. D.17, subs. 45(1)

Drainage By-law Number 43-2026

A by-law to provide for a drainage works in the Township of Howick in the County of Huron.

Whereas the council of the Township of Howick has procured a report under section 78 of the *Drainage Act* for the improvement of the Merkley Municipal Drain drain;

And whereas the report dated 2026/05/15 has been authored by Spriet Associates Engineers & Architects and the attached report forms part of this by-law;

And whereas the estimated total cost of the drainage work is $318,000.00 ;

And whereas $310,231.00 is the amount to be contributed by the Township of Howick for the drainage works;

And whereas (Complete this clause only if other municipalities are being assessed a share of the cost of the project.);

$7,769.00 is being assessed in the Municipality of Morris-Turnberry
_____ is being assessed in the _____ of _____
_____ is being assessed in the _____ of _____
_____ is being assessed in the _____ of _____

And whereas the council is of the opinion that drainage of the area is desirable;

Therefore the council of the Township of Howick pursuant to the *Drainage Act* enacts as follows:

1. AUTHORIZATION

The attached report is adopted and the drainage works is authorized and shall be completed as specified in the report.

2. BORROWING

The Corporation of the Township of Howick may borrow on the credit of the Corporation the amount of $318,000.00 being the amount necessary for the improvement of the drainage works.

This project will NOT be debentured .

Disponible en français

Return to Top

3. **DEBENTURE(S)**

The Corporation may issue debenture(s) for the amount borrowed less the total amount of:

(a) grants received under section 85 of the *Drainage Act*;

(b) monies paid as allowances;

(c) commuted payments made in respect of lands and roads assessed with the municipality;

(d) money paid under subsection 61(3) of the *Drainage Act*; and

(e) money assessed in and payable by another municipality.

4. **PAYMENT**

Such debenture(s) shall be made payable within ________ years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of sale of such debenture(s).

(1) A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for ________ years after the passing of this by-law.

(2) For paying the amount ______________ being the amount assessed upon the lands and roads belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Howick in each year for ________ years after the passing of this by-law to be collected in the same manner and at the same time as other taxes collected.

(3) All assessments of ______________ or less are payable in the first year in which the assessments are imposed.

5. **SCHEDULE OF ASSESSMENTS OF LANDS AND ROADS**

in the Township **of** Howick

Property Description				Equal Annual Rate to be Imposed
Lot or Part Lot No.	Concession	Geographic Township	Parcel Roll No.	
			Total	

6. CITATION

This by-law comes into force on the passing thereof and may be cited as the

" Merkley Municipal Drain by-law".

First reading 2026/06/16

Second reading 2026/06/16

Provisionally adopted this 16 day of June , 20 26

Name of Head of Council (Last, First Name)	Signature
Harding, Doug	

Name of Clerk (Last, First Name)	Signature
Gillis, Caitlin	

Third reading 2026/08/11

Enacted this 11 day of August , 20 26

Name of Head of Council (Last, First Name)	Signature
Harding, Doug	

Name of Clerk (Last, First Name)	Signature
Gillis, Caitlin	

I, Caitlin Gillis

clerk of the Corporation of the Township of Howick,

certify that the above by-law was duly passed by the council of the Corporation and is a true copy thereof.

Name of Clerk (Last, First Name)	Signature
Gillis, Caitlin	

Return to Top

THE CORPORATION OF THE TOWNSHIP OF HOWICK

By-law No. 61-2026

A by-law to amend the Workplace Harassment Prevention Policy By-law 22-2010 for the Township of Howick

---

WHEREAS *Bill 168, An Act to Amend the Occupational Health and Safety Act, R.S.O. 1990*, *with Respect to Violence and Harassment in the Workplace* prescribes that an employer shall prepare, and review at least annually, a written Workplace Harassment Prevention policy and develop and maintain a program to implement that policy,

AND WHEREAS Council of the Township of Howick wishes to implement effective policies and procedures dedicated to the prevention of workplace harassment and the protection of workers from workplace harassment,

NOW THEREFORE Council of the Corporation of the Township of Howick enacts as follows:

1. **THAT** By-law 22-2010, being a By-law to adopt a Workplace Harassment Prevention Policy, is hereby repealed in its entirety.

2. **THAT** the ***'Respectful Workplace Policy'*** for the Township of Howick, attached hereto as Schedule 'A' of this by-law, is hereby adopted.

3. **THAT** Schedule 'A' attached hereto is composite of and forms an integral a part of this by-law.

4. **THAT** this by-law comes into force and effect immediately upon the date of passing, and shall remain in force until amended or repealed by the Council of the Township of Howick.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passed this 15th day of September, 2026

Reeve, Doug Harding

Deputy Clerk, Alana Dick

Return to Top

THE CORPORATION OF THE TOWNSHIP OF HOWICK

By-law No. 61-2026

A by-law to amend the Workplace Harassment Prevention Policy By-law 22-2010 for the Township of Howick

---

WHEREAS *Bill 168, An Act to Amend the Occupational Health and Safety Act, R.S.O. 1990*, *with Respect to Violence and Harassment in the Workplace* prescribes that an employer shall prepare, and review at least annually, a written Workplace Harassment Prevention policy and develop and maintain a program to implement that policy,

AND WHEREAS Council of the Township of Howick wishes to implement effective policies and procedures dedicated to the prevention of workplace harassment and the protection of workers from workplace harassment,

NOW THEREFORE Council of the Corporation of the Township of Howick enacts as follows:

1. **THAT** By-law 22-2010, being a By-law to adopt a Workplace Harassment Prevention Policy, is hereby repealed in its entirety.

2. **THAT** the ***'Respectful Workplace Policy'*** for the Township of Howick, attached hereto as Schedule 'A' of this by-law, is hereby adopted.

3. **THAT** Schedule 'A' attached hereto is composite of and forms an integral a part of this by-law.

4. **THAT** this by-law comes into force and effect immediately upon the date of passing, and shall remain in force until amended or repealed by the Council of the Township of Howick.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passed this 15th day of September, 2026

Reeve, Doug Harding	**Deputy Clerk, Alana Dick**

Return to Top

Respectful Workplace Policy

The Township of Howick maintains a respectful workplace, free from all forms of disrespect, including violence, bullying, harassment, and discrimination. Everyone must work together to uphold a respectful and inclusive workplace.

This policy applies to all workplace interactions involving Workers and external parties, including community members, Council, contractors, volunteers, and any individual who engages with Township staff.

Workers are prohibited from engaging in behaviour that threatens, intimidates, creates fear, interferes with Workers' job duties, is offensive, or hostile. Management has zero tolerance for disrespectful behaviour against or by any Worker.

Workers shall report all witnessed, experienced, or known incidents of workplace disrespect, harassment, and violence to Management, as soon as reasonably possible. Management addresses all reports and suspicions of violence, harassment, and disrespect and investigates as appropriate. Management action is fair, respectful, and timely, reflects the nature of the situation, and is consistent with legal requirements and Township policies.

The Township of Howick maintains strict confidentiality of information about disrespect except as necessary to protect Workers, address or investigate reports, implement corrective action(s), or as required by law.

The Township of Howick has zero tolerance for reprisal against Workers for reporting disrespect or participating in an investigation.

Management trains Workers about workplace violence and harassment prevention, maintaining respect, and the contents of this policy and associated program.

Management assesses the risk of workplace violence and informs Workers about potential violence and the results of these assessments. Management reviews this policy annually and has developed a program for reporting and addressing workplace disrespect. The Township of Howick posts a signed copy of this policy in the workplace, in an accessible location.

______________________________	______________________________
CAO or Designate	Date
______________________________	______________________________
Reeve	Date

Return to Top

Respectful Workplace Program

Reporting Procedure

1. Self-Resolution

Workers who feel they have experienced disrespect and feel comfortable and confident may communicate to the offender that the behaviour is unwelcome. Approach the person with respect and address the behaviour, not the character of the person.

2. Supervisor / Management Intervention

Workers may report directly to the Supervisor on site, Management or CAO when:

- Self-resolution is unsuccessful or inappropriate in the circumstances
- They feel uncomfortable approaching the offender
- They are not directly involved in an incident but witness or become aware of disrespect

Provide all known details of the event including dates, times, and witness names.

Management addresses the behaviour as appropriate to the situation.

3. Formal Report

Submit a formal written report to Management when the situation escalates, when previous interventions were ineffective, or if self-resolution or Management intervention are inappropriate.

- Complete the violence and harassment report form or create a typed or hand-written statement
- Include all known details of the incident(s) including dates, times, and witness names

4. Reporting Hierarchy

1. If a supervisor is the alleged perpetrator or directly involved, report to upper Management/CAO.
2. If upper Management ,CAO or Members of Council is the alleged perpetrator or directly involved, report to the Health and Safety Representative.

Domestic Violence

The Township of Howick cannot control incidents that occur outside of the workplace in Workers' personal lives. However, Management addresses domestic violence that impacts the workplace and Workers by assessing risk and developing situation-specific safety plans.

Workers may report actual or potential risks of domestic violence directly to Management/CAO. Information about domestic violence is highly confidential and only disclosed to others on a need-to-know basis for the protection of Workers, or as legally required.

Violence and Assault

When there is imminent risk to anyone's safety from a violent person or assault immediately call 911 and report to Management as soon as possible.

Return to Top

Investigation and Resolution

Management and the Health and Safety Representative investigate all formal reports of disrespect and may designate an external third-party or internal expert to investigate, at their discretion. The investigation process includes:

- Interviews with involved parties and relevant witnesses that are employees of the Township. Involved persons that are not employees may be interviewed if reasonable and appropriate, but there is no obligation to include them, or for them to participate.
- Review of related documentation and evidence which may include electronic communications, video surveillance, social media activity, etc.

The investigator prepares a final written report of findings for upper Management review, based on the circumstances, and provides written notification of the outcome and findings to the complainant and respondent, as required by legislation.

Management notifies the Joint Health and Safety Committee (JHSC) that a report was submitted and provides a general summary of the circumstances, the investigation findings, and planned corrective actions as applicable; but withholds personal and confidential information about involved parties.

Discipline

Disciplinary action for harassment, violence, and disrespect corresponds with the nature and impact of the behaviour and follows the progressive discipline procedure.

- Deliberate false accusations are serious and result in disciplinary action
- Workers are not disciplined for reporting in good faith, regardless of the outcome

Confidentiality

Everyone involved in an incident or investigation of workplace violence, harassment, or disrespect must maintain confidentiality throughout the investigation and afterwards, except for reporting, participating in an investigation, and providing information to law enforcement or other governing bodies.

Human Rights

This program and associated policy do not limit or restrict a Worker's right to seek assistance or file a claim with the Ontario Human Rights Commission or other regulatory body as applicable.

Definitions

Definitions are updated for clarity and consistency with the Township of Howick's structure while retaining Howick's legislated content.

Workplace Harassment

A course of vexatious comment or conduct against a Worker in a workplace that is known or ought reasonably to be known as unwelcome. Harassment is not differences of opinion or minor disagreements between co-Workers, or the reasonable actions of the Township of Howick in managing the workplace and Workers such as assigning/scheduling work, evaluating performance, enforcing rules, etc.

Return to Top

Workplace Sexual Harassment

A course of vexatious comment or conduct against a Worker in a workplace because of sex, sexual orientation, gender identity or gender expression, or a sexual solicitation or advance from a person of authority, that is known or ought reasonably to be known as unwelcome.

Workplace Violence

The exercise or attempt of physical force by a person against a Worker, in a workplace, that causes or could cause physical injury to the Worker and/or a statement or behaviour that is reasonably interpreted as a threat of physical force. Violence is not an accidental situation such as a tripping or falling and pushing a Worker as a result, or inadvertently dropping an object and it hits a Worker.

Domestic Violence

A pattern of coercive behaviour that is used by one person in a current or former intimate relationship to gain power and control over another.

Misconduct

Any behaviour or act that risks the health and safety of others including harassment, violence, horseplay, discrimination, assault, etc.

Return to Top

Violence & Harassment Report Form

Date: Type of Incident:

Claimant / Reporting Worker	
Name:	
Department:	
Position/Job Title:	
Contact Information:	

Respondent / Alleged Perpetrator	
Name:	
Department:	
Position/Job Title:	
Contact Information:	
Relationship to Complainant:	

Witnesses	
Name	**Department and Contact Information**

Incident Details	
Date and Time:	
Location:	
Reported To:	
Reported Date and Time:	

Violence & Harassment Report Form

Explanation and Details of the events (use additional pages if necessary)

Claimant / Reporting Worker Signature:	Date:

Return to Top

Corporation of the Township of Howick

By-law No. 62-2026

Being a By-law to Establish a Municipal Election Joint Compliance Audit Committee and to Appoint Members to that Committee

---

WHEREAS, Section 88.37 of the *Municipal Elections Act, 1996* requires municipalities to appoint an Election Compliance Audit Committee to deal with matters regarding election campaign finances before October 1 in an election year;

NOW THEREFORE, the Council of the Township of Howick hereby enacts as follows:

1. That the Township of Howick Election Compliance Audit Committee is hereby established to deal with the matters provided for in the Municipal Elections Act, 1996;

2. That the following members are hereby appointed to the Election Compliance Audit Committee;

   a. Kathy Palmer
   b. Tom Prout
   c. Terri Rau

3. Should any of the members of the Municipal Election Joint Compliance Audit Committee referred to in Section 2 resign or otherwise be unable to perform their duties, the following individual shall be called upon as alternate without the necessity of taking any further steps to constitute them as members of the Municipal Election Joint Compliance Audit Committee;

   d. Ophelia Chang - Alternate Member
   e. Catherine Simpson – Alternate Member

4. That the business of the Township of Howick Municipal Election Joint Compliance Audit Committee be conducted in accordance with the Terms of Reference set out in Schedule “A” attached hereto and forming part of this by-law;

5. That by-law 41-2022, and all previous enacted by-laws dealing with the Municipal Election Joint Compliance Audit Committee are hereby repealed;

6. This by-law shall come into effect upon final passage thereof.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passed this 15th day of September, 2026.

Reeve Doug Harding	**Deputy Clerk, Alana Dick**

Return to Top

Schedule A to By-law 62-2026

Terms of Reference
Township of Howick Municipal Election Joint Compliance Audit Committee

1. Name

The name of the Committee is the Township of Howick Municipal Election Joint Compliance Audit Committee.

2. Mission

The Township of Howick Municipal Election Joint Compliance Audit Committee has full delegation of the authority in the *Municipal Elections Act, 1996* (MEA) to address applications requesting an audit of a candidate's election campaign finances.

3. Mandate

The responsibilities and functions of the Committee are set out in Section 88 of the *MEA* and include the following:

a) Consider a compliance audit application received by an elector or clerk and decide whether it should be granted or rejected within 30 days of receiving the application (including whether the applicant had standing to file (i.e., offices appointed by ward vs. at-large);
b) If the application is granted, appoint an auditor;
c) receive the auditor's report;
d) consider the auditor's report and decide whether legal proceedings should commence within 30 days of receiving the auditor's report; and
e) recover the costs of conducting the compliance audit from the applicant if there were no apparent contraventions and if there appears to be no reasonable grounds for having made the application.

4. Membership Composition

The Committee will be composed of three (3) members and two (2) alternate members, with membership drawn from the following stakeholder groups:

a) accounting and audit – accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates;
b) academic – college or university professors with expertise in political science or local government administration;
c) legal;
d) professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and
e) other individuals with knowledge of the campaign financing rules of the Municipal Elections Act, 1996.

Note: Candidates, Members of Council, Municipal staff and registered third parties in elections are not eligible to be appointed to the Committee as stipulated in Section 88.37(2) of the MEA.

5. Membership Selection

All applicants will be required to submit a letter outlining their qualifications and experience. The selection committee consisting of a sub-committee from the Huron County Municipal Clerks Election Working group will select a short list of candidates for Council appointment. If a vacancy of more than two (2) occurs during the term of appointment the Huron County Municipal Election Compliance Audit Ad Hoc Committee will proceed with the process to fill these vacancies.

Return to Top

The selection process will be based upon clearly understood and equitable criteria. Members will be selected based on the following:

a) demonstrated knowledge and understanding of municipal election campaign financing rules;
b) proven analytical and decision-making skills;
c) experience working on a committee, task force, or similar setting;
d) availability and willingness to attend meetings;
e) would be willing to provide a Letter of Independence to confirm there would be no conflict with the undertaking;
f) excellent oral and written communication skills;
g) other skills as deemed necessary.

6. Term of Membership

The Committee must be established by October 1, 2026 and Committee members will be appointed to serve the same term of office of the Council or local board that takes office following the Municipal Election on October 26, 2026.

7. Chair

The Committee members will select a Chair and Vice Chair from amongst their members at its first meeting and the Chair may rotate on an annual basis or as deemed necessary by the Committee members.

8. Procedures

Meetings of the Committee shall be governed by Robert's Rules of Order, the Township's Procedural By-law, and any relevant legislation.

9. Administration

Any responsibilities not clearly identified within the Terms of Reference shall be in accordance with Section 88 of the MEA.

10. Meetings

An initial training session will be organized for the Committee, with this expense to be shared jointly by all lower tier Huron County Municipalities.

The Committee will meet as needed with meetings to be scheduled when a compliance audit application is received in accordance with Section 88.33(3) of the MEA. The Committee may also schedule meetings as necessary to organize and plan its work, as it deems necessary.

The Secretary will ensure that agendas, minutes, and decisions are effectively communicated using the Municipality's website or other means necessary.

The records emanating from meetings of the Township of Howick Municipal Election Joint Compliance Audit Committee shall be retained and preserved by the municipality requesting the services of the Committee in accordance with that municipality's Record Retention By-law.

11. Closed Meetings

The Committee may, upon affirmative vote of the majority of its members present at a meeting, determine whether to hold any meeting or part of a meeting as a closed session to discuss sensitive issues in accordance with Section 239 of the *Municipal Act, 2001.*

12. Staffing and Remuneration

Where a Municipality has received application for audit, staff from the Municipal Clerk's Office will provide administrative support to the Committee and the Clerk, or designate, shall act as Secretary. Where the Clerk of a Municipality has submitted the application, an alternate Clerk from another municipality in the County shall act as Secretary. The

Return to Top

appointment of the auditor will be the responsibility of the Municipality that has received the application for audit.

Committee members will receive remuneration on a per diem basis in the amount of $200 for attendance at a meeting plus mileage expenses (at the Municipality's rate). Administration costs for such items as printing and mailing will be absorbed within the Municipal Clerks' operating budget and common costs of the Committee.

13. Meeting Attendance

Meetings will be convened with the attendance of three (3) committee members and may be held virtually as per the individual Municipality' Procedural Bylaw. In the event of the absence of a member, the Clerk shall select an appointed alternate member to assume the duties of the committee member.

14. Conflict of Interest

To avoid a conflict of interest, any auditor appointed to the Committee must agree in writing not to undertake the audits or prepare the financial statements of any candidates seeking election to Council. Failure to adhere to this requirement will result in the individual being removed from the committee. Persons who have participated as candidates in municipal elections, or who have held roles on the campaigns for any such candidates which involved the giving of financial advice, will not be eligible for participation on the committee.

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act* and shall disclose the pecuniary interest to the Secretary and absent himself or herself from meetings for the duration of the discussion and voting (if any) with respect to that matter.

15. Errors/Omissions

The accidental omission to give notice of any meeting of the Committee to its members or the non-receipt of any notice by any member, or any error in any notice that does not affect its substance, does not invalidate any resolution passed or any proceedings taken at the meeting. Any member of the Committee may at any time waive notice of any meeting.

Return to Top

Corporation of the Township of Howick

By-law No. 63-2026

Being a By-law to provide for the appointment of an Acting CAO

WHEREAS pursuant to Section 229 of the *Municipal Act, 2001*, c.25, as amended, provides that a municipality may appoint a Chief Administrative Officer (CAO), to be responsible for:

a) Exercising the general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and
b) Performing such other duties as are assigned by the municipality.

AND WHEREAS Section 227 of the Municipal Act, 2001, c. 25, as amended, states that it is the role of the officers and employees of the municipality to:

a) Implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;
b) Undertake research and provide advice to Council on the policies and programs of the municipality;
c) Perform other duties required under this or any Act and other duties assigned by the municipality;

AND WHEREAS the Municipal Council of the Corporation of the Township of Howick deems it expedient to appoint an Acting CAO for the Township of Howick and to define their duties and responsibilities;

NOW THEREFORE the Council of the Township of Howick hereby enacts as follows:

1. APPOINTMENT

1.1 That Amy Van Meeteren is hereby appointed as Acting CAO of the Corporation of the Township of Howick and shall have all of the powers conferred upon her and perform all of the duties imposed on the Chief Administrative Officer as provided for by the Municipal Act, 2001, the Regulations made thereunder, and any other Act.

2. REPEAL

2.1 That By-law 63-2024; being a bylaw to appoint a Chief Administrative Officer and Clerk for the Corporation of the Township of Howick and Authorize Entering into an Employment Agreement, is hereby repealed.

3. EMPLOYMENT CONTRACT

3.1 That Council authorizes the Reeve to enter into an agreement with Amy Van Meeteren for the position of Acting Chief Administrative Officer effective September 3, 2026. Found in Appendix A to By-law 63-2026

4. ENACTMENT

4.1 That this By-law shall come into force and take effect on the day upon which it is passed and shall remain in force until repealed by Council.

Read a First and Second time this 15th day of September, 2026.

Read a Third Time and Finally Passed this 15th day of September, 2026.

Reeve Doug Harding	**Deputy Clerk, Alana Dick**

Return to Top

Appendix A – By-law 63-2026

Acting Chief Administrative Officer Employment Agreement

THIS AGREEMENT made this 15th day of September, 2026

BETWEEN:

The Township of Howick
(The "Township" or "Employer")

AND:

Amy Van Meeteren
(The "Employee")

WHERAS the Employee was hired by the Township of Howick on May 4, 2020;

AND WHEREAS the Employer desires to temporarily assign to the Employee, who holds the position of Treasurer, additional duties and responsibilities associated with the position of Chief Administrative Officer (CAO), and to have the Employee serve as Acting Chief Administrative Officer (Acting CAO) on an interim basis;

AND WHEREAS the Employee has agreed to accept the position of Acting CAO, in addition to their current position of Treasurer, with the Township of Howick subject to and on the terms and conditions set forth in this agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 <u>Position and Term</u>

1.1 Subject to and conditional upon final approval and a resolution of the Township's Council, the Township hereby agrees to appoint the Employee as Acting CAO for the Municipality and the Employee accepts such appointment.

1.2 Terms of this Agreement shall be effective on September 3, 2026, and shall remain in effect until such time as Council determines the future status and/or permanent arrangements of the Chief Administrative Officer/Clerk (CAO/Clerk) position.

1.3 The Employee acknowledges and agrees that they have not been induced to take up employment with the Township and furthermore that no prior

Initials ____________ ____________

employment with any previous employer will be recognized as part of the Employee's period of continuous employment with Howick Township.

2.0 <u>Employee's Responsibilities</u>

2.1 The Employee shall serve as the Acting CAO of the Township and shall be responsible and accountable to the Council of the Township.

2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Council of the Township or as prescribed from time to time by Resolution or by-law of the Council of the Township, which duties include, but are not limited to those duties of the Chief Administrative Officer set forth in the Additional Job Duties assigned to the Acting CAO, a copy of which is attached hereto as Schedule "A".

2.3 Upon accepting the position, it will be deemed that the Employee has accepted all the terms and conditions set out in this employment contract. The terms and conditions of this agreement are in addition to the Employee's existing employment agreement with the Township in respect of the position of Treasurer. The Employee acknowledges that they have entered into this additional employment contract voluntarily and without coercion or undue influence.

3.0 <u>Remuneration</u>

3.1 The Township shall pay to the Employee an annual salary of **Band G Step 5 of the 2026 Salary Grid**, payable in accordance with the Township's regular payroll policies for the duration of the Employee's interim appointment of Acting CAO. Upon the conclusion of this Agreement and the Employee's return to their position as Treasurer, the Employee shall return to the annual salary applicable to their position as Treasurer, prior to September 3, 2026, adjusted to include any salary grid step increase to which the Employee would have been entitled during the period of the interim appointment had the Employee remained in the position of Treasurer throughout that period.

3.2 The Employee authorizes the Township to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

3.4 The Township agrees to deduct all requisite taxes and to submit all payable deductions as required by law or policy, including but not limited to Employment Insurance and Canada Pension Plan withholdings, as well as applicable income tax deductions.

Initials ____________ ____________

4.0 **<u>Continuation of Existing Employment</u>**

4.1 The Employee's assignment as Acting CAO is temporary and in addition to the Employee's existing position as Treasurer. The Employee's inability to perform or continue to perform the duties and responsibilities of the Acting CAO assignment shall not, in and of itself, constitute grounds for termination of the Employee's employment with the Township or affect the Employee's continued employment in the position of Treasurer. Should the Employee be unable to fulfill the duties and responsibilities of the Acting CAO, for any reason, the Employee shall cease performing the Acting CAO duties and shall return to performing the duties of the Treasurer position, subject to the terms and conditions of the Employee's existing employment agreement with the Township.

ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the Employee acknowledges that they have read, understood, and voluntarily accept the terms and conditions of this Agreement, including the temporary assignment as Acting Chief Administrative Officer (Acting CAO), as set out herein.

TOWNSHIP OF HOWICK

______________________	______________________
Date	Reeve Doug Harding
______________________	______________________
Date	Treasurer/Acting CAO Amy Van Meeteren

Initials ____________ ____________

Return to Top

Corporation of the Township of Howick

By-law No. 64-2026

Being a By-law to provide for the appointment of an Acting Clerk

---

WHEREAS pursuant to Section 228 of the *Municipal Act, 2001*, c.25, as amended, provides that a municipality may appoint a Chief Administrative Officer (CAO), to be responsible for:

(a) to record, without note or comment, all resolutions, decisions and other proceedings of the council;

(b) if required by any member present at a vote, to record the name and vote of every member voting on any matter or question;

(c) to keep the originals or copies of all by-laws and of all minutes of the proceedings of the council;

(d) to perform the other duties required under this Act or under any other Act; and

(e) to perform such other duties as are assigned by the municipality. 2001, c. 25, s. 228 (1).

AND WHEREAS Section 227 of the Municipal Act, 2001, c. 25, as amended, states that it is the role of the officers and employees of the municipality to:

a) Implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions;
b) Undertake research and provide advice to Council on the policies and programs of the municipality;
c) Perform other duties required under this or any Act and other duties assigned by the municipality;

AND WHEREAS the Municipal Council of the Corporation of the Township of Howick deems it expedient to appoint an Acting Clerk for the Township of Howick and to define their duties and responsibilities;

NOW THEREFORE the Council of the Township of Howick hereby enacts as follows:

1. APPOINTMENT

1.1 That Alana Dick is hereby appointed as Acting Clerk of the Corporation of the Township of Howick and shall have all of the powers conferred upon her and perform all of the duties imposed on the Clerk as provided for by the Municipal Act, 2001, the Regulations made thereunder, and any other Act.

2. REPEAL

2.1 That By-law 27-2025; being a bylaw to appoint a Deputy Clerk for the Corporation of the Township of Howick is hereby repealed.

3. EMPLOYMENT CONTRACT

3.1 That Council authorizes the Reeve to enter into an agreement with Amy Van Meeteren for the position of Acting Chief Administrative Officer effective September 3, 2026. Found in Appendix A to By-law 64-2026

4. ENACTMENT

4.1 That this By-law shall come into force and take effect on the day upon which it is passed and shall remain in force until repealed by Council.

Read a First and Second time this 15th day of September, 2026.

Read a Third Time and Finally Passed this 15th day of September, 2026.

Reeve Doug Harding | **Deputy Clerk, Alana Dick**

Return to Top

Appendix A – By-law 64-2026

Acting Clerk Employment Agreement

THIS AGREEMENT made this 15th day of September, 2026

BETWEEN:

The Township of Howick
(The “Township” or “Employer”)

AND:

Alana Dick
(The “Employee”)

WHERAS the Employee was hired by the Township of Howick on June 26, 2023;

AND WHEREAS the Employer desires to temporarily assign to the Employee, who holds the position of Deputy Clerk/ Communications Coordinator, additional duties and responsibilities associated with the position of Clerk, and to have the Employee serve as Acting Clerk on an interim basis;

AND WHEREAS the Employee has agreed to accept the position of Acting Clerk, in addition to their current position of Deputy Clerk/Communications Coordinator, with the Township of Howick subject to and on the terms and conditions set forth in this agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Position and Term

1.1 Subject to and conditional upon final approval and a resolution of the Township’s Council, the Township hereby agrees to appoint the Employee as Acting Clerk for the Municipality and the Employee accepts such appointment.

1.2 Terms of this Agreement shall be effective on September 3, 2026, and shall remain in effect until such time as Council determines the future status and/or permanent arrangements of the Chief Administrative Officer/Clerk (CAO/Clerk) position.

Initials ___________ ___________

1.3 The Employee acknowledges and agrees that they have not been induced to take up employment with the Township and furthermore that no prior employment with any previous employer will be recognized as part of the Employee's period of continuous employment with Howick Township.

2.0 Employee's Responsibilities

2.1 The Employee shall serve as the Acting Clerk of the Township and shall be responsible and accountable to the Council of the Township.

2.2 The Employee shall well and faithfully perform the duties assigned to the Employee by the Council of the Township or as prescribed from time to time by Resolution or by-law of the Council of the Township, which duties include, but are not limited to those duties of the Clerk set forth in the Additional Job Duties assigned to the Acting Clerk, a copy of which is attached hereto as Schedule "A".

2.3 Upon accepting the position, it will be deemed that the Employee has accepted all the terms and conditions set out in this employment contract. The terms and conditions of this agreement are in addition to the Employee's existing employment agreement with the Township in respect of the position of Deputy Clerk/Communications Coordinator. The Employee acknowledges that they have entered into this additional employment contract voluntarily and without coercion or undue influence.

3.0 Remuneration

3.1 The Township shall pay to the Employee an annual salary of **Band E Step 5 of the 2026 Salary Grid**, payable in accordance with the Township's regular payroll policies for the duration of the Employee's interim appointment of Acting Clerk. Upon the conclusion of this Agreement and the Employee's return to their position as Deputy Clerk/Communications Coordinator, the Employee shall return to the annual salary applicable to their position as Deputy Clerk/ Communications Coordinator prior to September 3, 2026, adjusted to include any salary grid step increase to which the Employee would have been entitled during the period of the interim appointment had the Employee remained in the position of Deputy Clerk/ Communications Coordinator throughout that period.

3.2 The Employee authorizes the Township to make all necessary payroll deductions and to convey all necessary confidential information for the Employee's participation in the above plans or any benefit plan arrangements provided for in this Agreement.

3.4 The Township agrees to deduct all requisite taxes and to submit all payable deductions as required by law or policy, including but not limited to Employment Insurance and Canada Pension Plan withholdings, as well as applicable income tax deductions.

Initials ___________ ___________

Return to Top

4.0 **<u>Continuation of Existing Employment</u>**

4.1 The Employee's assignment as Acting Clerk is temporary and in addition to the Employee's existing position as Deputy Clerk/ Communications Coordinator. The Employee's inability to perform or continue to perform the duties and responsibilities of the Acting Clerk assignment shall not, in and of itself, constitute grounds for termination of the Employee's employment with the Township or affect the Employee's continued employment in the position of Deputy Clerk/Communications Coordinator. Should the Employee be unable to fulfill the duties and responsibilities of the Acting Clerk, for any reason, the Employee shall cease performing the Acting Clerk duties and shall return to performing the duties of the Deputy Clerk/ Communications Coordinator position, subject to the terms and conditions of the Employee's existing employment agreement with the Township.

ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below, the Employee acknowledges that they have read, understood, and voluntarily accept the terms and conditions of this Agreement, including the temporary assignment as Acting Clerk, as set out herein.

TOWNSHIP OF HOWICK

__________________________	_______________________________
Date	Reeve Doug Harding
__________________________	_______________________________
Date	Deputy Clerk/ Communications Coordinator / Acting Clerk Alana Dick

Initials ____________ ____________

Return to Top

Corporation of the Township of Howick

By-law No. 65-2026

A By-law to confirm the proceedings of Council of the Corporation of the Township of Howick

---

Whereas, in accordance with the Municipal Act, 2001, S. O. 2001, Section 5(1), the powers of a municipal Corporation shall be exercised by its Council; and

Whereas, Section 5(3) of the Municipal Act, 2001, prescribes that the powers of every Council shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas, it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Howick be confirmed and adopted by by-law;

Now therefore, the Council of the Corporation of the Township of Howick enacts as follows:

1. That the actions and decisions of the Council of the Corporation of the Township of Howick at its regular Council meeting held September 15, 2026 in respect to each resolution and other action taken by the Council of the Corporation of the Township of Howick at these meetings, except where the prior approval of the Ontario Municipal Board is required, is hereby adopted, ratified and confirmed.

2. That the Reeve and proper officials of the Corporation of the Township of Howick are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Corporation of the Township of Howick referred to in the proceedings section hereof.

3. That the Reeve and the Clerk, unless otherwise specified, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of the Corporation of the Township of Howick.

4. This by-law shall come into force and takes effect on the date of its final passing.

Read a first and second time this 15th day of September, 2026.

Read a third time and finally passe this 15th day of September, 2026.

Reeve, Doug Harding	**Deputy Clerk, Alana Dick**

Return to Top