

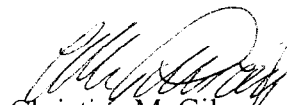


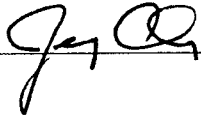

To: General Purposes Committee **Date:** March 8, 2006
From: Christine McGilvray **File:** 12-8060-20--INBOX/Vol 01
Manager, Lands and Property
Re: **Hugh Boyd Park Right of Way for a Communications Installation Bylaw 8043 -
Rogers Sports Field Lighting Proposal**

Staff Recommendation

That:

1. Council Resolution R04/11-19 dated June 14, 2004 be rescinded and replaced with the following resolution:
 - a) That a right of way for Rogers Wireless Incorporated for the installation of telecommunications apparatus on City sports field lighting at the Hugh Boyd Athletic Park, be approved;
 - b) That the \$145,000 fee from Rogers Wireless for the right of way site be directed to the Public Open Space (Parks) DCCs;
 - c) That the contribution of \$50,000 from Rogers Wireless be directed to the Special Sports Reserve, and used for sports field related expenditures at Hugh Boyd Park;
 - d) That the Hugh Boyd Park Right of Way for a Communications Installation Bylaw 8043 be forwarded to Council and given 1st, 2nd and 3rd readings, and referred to the electors for alternative approval process prior to final adoption.
2. The deadline for receiving elector responses through the alternative approval process for the Hugh Boyd Park Right of Way for a Communications Installation Bylaw be May 8, 2006.
3. The Elector Response Form attached to this report be approved.
4. The number of electors registered for the 2005 General Local and School Election, (116,821) be the total number of electors to which the Hugh Boyd Park Right of Way for a Communications Installation Bylaw alternative approval process applies.


Christine McGilvray
Manager, Lands and Property
(4005)
Att.

| FOR ORIGINATING DIVISION USE ONLY | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|---|-------------------------------------|--------------------------|
| ROUTED TO: | | CONCURRENCE | | CONCURRENCE OF GENERAL MANAGER | | |
| Budgets | Y | <input checked="" type="checkbox"/> | N |  ACTING | | |
| Law | Y | <input checked="" type="checkbox"/> | N | | | |
| Parks Design, Construction & Programs .. | Y | <input checked="" type="checkbox"/> | N | | | |
| Clerks | Y | <input checked="" type="checkbox"/> | N | | | |
| Development Applications | Y | <input checked="" type="checkbox"/> | N | | | |
| Business Licences | Y | <input checked="" type="checkbox"/> | N | | | |
| REVIEWED BY TAG | YES | | NO | REVIEWED BY CAO | YES | NO |
| | <input checked="" type="checkbox"/> | <i>sw</i> | <input type="checkbox"/> |  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Staff Report

Origin

On June 14, 2004, Council passed the following resolution:

- “1. That the proposal from Microcell Solutions Incorporated for the installation of telecommunications apparatus on City sports field lighting at the Hugh Boyd Athletic Park be approved as per the terms of the licence agreement (Attachment 1) and;
2. That the City advertise its intent to lease a portion of the Hugh Boyd Park site to support the Microcell proposal; and
3. That the revenue from the Microcell proposal be directed to the Special Sports Reserve and used for sports field related development at Hugh Boyd Park site.

The previous report to Parks, Recreation and Cultural Services Committee dated May 13, 2004 is attached (Attachment 1).

Findings Of Fact

Shortly after the resolution was approved, Microcell was purchased by Rogers, and Rogers delayed the implementation of this arrangement. Rogers now wishes to proceed with the arrangement on modified terms.

In summary the terms of the arrangement are:

- A lump sum up front payment of \$145,000 for the use of the site;
- A 10 year term
- The provision of a light pole/transmission tower valued at approximately \$30,000, supporting both Rogers communications equipment and lighting, which will remain as City property at the end of the term;
- A contribution of \$50,000 for general use in the sports field related expenditures at Hugh Boyd Park, prior to registration of the right of way;
- The City has the right to terminate the agreement within 180 days, pro-rating the fee for the period of use that has occurred.

Rogers requests that the agreement between it and the City will be by registered time-limited right of way.

Parks staff support this arrangement. The location of the facility within the park is shown on Attachment 2, with the proposed new soccer fields superimposed.

The Community Charter requires that a disposition of park land, including granting a right of way, requires approval through the passing of a bylaw which is subject to the alternative approval process. Bylaw 8043 (Attachment 3) will achieve this. The alternative approval

process requires that Council establish several key parameters in terms of deadlines, elector response forms, and number of electors to which the process will apply.

After 1st, 2nd and 3rd readings of the bylaw, public notice is given for two consecutive weeks in the local newspapers (Attachment 4). After the second publication of the notice, the public are granted a thirty day period in which to review the proposal and register their opposition to the proposal using an Elector Response Form (Attachment 5). If more than 10% of Richmond electors submit response forms in opposition to the proposal by the established deadline, then Council may not proceed with the adoption of the Bylaw unless the matter is put to a referendum. If less than 10% of the electors sign response forms in objection, then the approval of the electors will have been obtained.

The Community Charter requires that proceeds from the disposition of park land be placed to the credit of a "park land acquisition reserve fund". Therefore, Rogers payment for the use of the park by right of way (\$145,000) will be credited to Public Open Space (Parks) DCCs rather than the Sports Field Reserve as anticipated in the original proposal. This necessitates an amendment to the original motion passed by Council.

Financial Impact

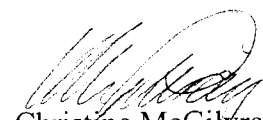
If the arrangement is approved by Council:

- the City will receive a lump sum payment of \$145,000 for use of the site for a 10 year term;
- the provision and use of the transmission tower as a light pole will achieve a cost savings of approximately \$30,000 for the City as only two extra poles will need to be ordered, rather than three, for the lighting of the sports fields;
- \$50,000 will be available for other expenditures on the Hugh Boyd sports field through Rogers voluntary contribution in lieu of providing bleachers.

The fee of \$145,000 for the site, or \$14,500 per annum for the 10 year agreement, is appropriate when compared to similar sites in the Lower Mainland.

Conclusion

In order to meet the requirements of the Community Charter with respect to granting a right of way over Hugh Boyd Park lands, Bylaw 8034 should be forwarded to Council for 1st, 2nd and 3rd readings and the alternative approval process followed prior to final consideration and adoption.



Christine McGilvray
Manager, Lands and Property
(4005)

204/11-19



City of Richmond

Report to Committee

To Council - June 14, 2004

To Parks, Rec, Culture - May 26, 2004

To: Parks, Recreation and Cultural Services Committee
From: Dave Semple
 Director of Parks Operations
Re: Microcell Solutions Incorporated Sports Field Lighting Partnership Proposal

Date: May 13, 2004

File: 03-1000-14-058

Staff Recommendation

1. That the proposal from Microcell Solutions Incorporated for the installation of telecommunications apparatus on City sports field lighting at the Hugh Boyd Athletic Park be approved as per the terms of the licence agreement (Attachment 1) and;
2. That the City advertise its intent to lease a portion of the Hugh Boyd Park site to support the Microcell proposal and;
3. That the revenue from the Microcell proposal be directed to the Sports Field Reserve Fund account for future sports field improvements in Richmond.

Dave Semple
 Director of Parks Operations
 (3350)

Att. 2

| FOR ORIGINATING DIVISION USE ONLY | | | | | |
|-----------------------------------|--|-----------------------------|---------------------------------------|---|-----------------------------|
| ROUTED TO: | CONCURRENCE | | CONCURRENCE OF GENERAL MANAGER | | |
| Law..... | Y <input checked="" type="checkbox"/> N <input type="checkbox"/> | | <i>See above</i> | | |
| REVIEWED BY TAG | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | REVIEWED BY CAO | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |

Staff Report

Origin

Staff have received several proposals from various telecommunication companies for the installation of a wireless communication tower at the Hugh Boyd Athletic Park Site. It was determined by these companies that there existed a gap between existing cellular towers and one was required at the west side of Richmond to accommodate increasing cellular transmission usage. With the potential installation of a cell tower on this side of the city, it would potentially improve their services and enhance communication availability for their clients. Hugh Boyd Park presented a logical central location for this application.

Subsequently, after the down turn of the telecommunication/technology sector as a whole during the latter months of 2000 and into early 2001, all of the previous proposals were retracted from these respected companies. The companies included Telus Mobility and WDS Wireless, proposed fees to the City were in the total amount of \$110,000.00 for a 10-year licence agreement.

The City has now received an innovative new proposal from a company called Microcell Solutions, which is a subsidiary of Microcell Telecommunications Inc. Their proposal to the City is for the installation of a single wireless communication pole at the southwest corner of Boyd 1 senior soccer field. The installation of this pole could be integrated as part of the City's new lighting system that is planned for construction during this summer and be of mutual benefit to the City.

The purpose of this report is to present Microcell's proposal (Attachment 1) for Council consideration.

Analysis

Microcell's Proposal

The installation would consist of one high mast telecommunication pole approximately 100 feet in height and designed in accordance with the City of Richmond's overall lighting plan and subjected to the necessary approvals, bylaws, permits, and design standards.

The proposed pole will also serve as a component to the sports field lighting system at Hugh Boyd Park (field 1) when the City completes the installation of a new lighting system this summer. In addition, their service kiosk for the pole will be integrated into a bleacher structure that will provide additional seating capacity for users and spectators of the sports fields.

Installation and Expiration of Agreement

Microcell will be responsible for all costs associated with the design, supply, construction, and maintenance of this cellular transmission pole and all of its equipment. Upon the expiry of the license agreement term, Microcell will remove all components that are associated with their communication equipment; however, the pole and all of the lighting system components associated with it will remain the property of the City.

License and Initial Term

Microcell will sign a license agreement with the City of Richmond for an initial tenancy spanning 10 years from the completion of the installation of their equipment. Extension of the license agreement and renewal rent and may be discussed at the final year of the term.

Proposed Fees

Microcell will pay the City of Richmond a lump sum payment in the amount of \$145,000 plus applicable G.S.T.

Legal Considerations

Over the term of the license agreement, the City of Richmond would grant Microcell a statutory right-of-way over a portion of the lands at Hugh Boyd Park, which would be necessary for the operation, and maintenance of the transmission tower. Boyd park is currently zoned for School and Public Use (SPU) which supports the installation of the proposed facility at this site.

The Community Charter has changed the requirements for disposing of land by lease. The only requirement now is that the City advertise its intent to dispose of (lease) land. It is suggested that this step be carried out prior to finalising the proposed lease with Microcell.

As part of insurance requirements for the proposed lease, Microcell must hold a minimum of five million dollars insurance. In addition, all issues of confidentiality referred to in the proposed lease must be changed to reflect that the City is bound by the Freedom of Information and Privacy Act.

There is the potential that Microcell may be purchased by or merged with another telecom carrier in the future; or the potential for the company to go out of business (based on the past history from the telecom industry). If either scenario were to happen, there may be complications with the licence agreement and the collection of the annual rent from Microcell if that option was to be selected.

Impact to Hugh Boyd Park

In 1993, a park master plan and public process was completed and approved by Council to develop Hugh Boyd Park as a multi-use sports complex with sports field lighting amenities. This summer, the City will complete one more phase of the lighting plan by installing lights to the senior soccer field (Boyd 1).

By integrating the installation of Microcell's proposed telecommunication pole with the City's installation of the lighting system, this would result in having minimal impact to the park. The service kiosk and power source for Microcell's tower would be integrated into a bleacher stand built by the proponent for spectators and players during sporting events and games (Attachment 2). The one field light pole would stand approx. 20 feet higher than the other conventional lighting poles at the site.

On March 17, 2004, staff along with representatives from Richmond's field sports community and the Richmond Sports Council held an open house regarding the upcoming field lighting project scheduled for Boyd Park this summer. Over 50 letters were sent to adjacent property owners, no negative feedback regarding the lighting proposal was received. At this open house, staff also indicated that there was an active proposal for a private partner who was interested in constructing a field bleacher and adding a cellular apparatus to the top of one of the field light poles.

Financial Impact

The City would collect from Microcell the lump sum payment of \$145,000 for the 10-year license agreement. The annual payment option would present the City with a potential annual revenue source to the City. The lump sum payment would present the City with a single payment option towards the sports reserve fund contingency for sports field developments.

Discounting the present value of the up-front payment option at the time of installation, the greatest financial benefit, and payment option with the greatest certainty over time would be the lump-sum option.

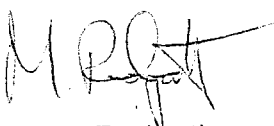
Since the transmission tower can be utilized as a light pole as well, the City would realise an additional cost-savings of approximately \$30,000 by saving the cost of only having to purchase two additional light poles rather than the three planned to complete the approved 2004 field lighting system installation at Boyd 1 field.

In addition to the cost savings with the provision of the field light pole, the City would also receive a concrete spectator bleacher valued at approximately \$30,000 as part of this proposal.

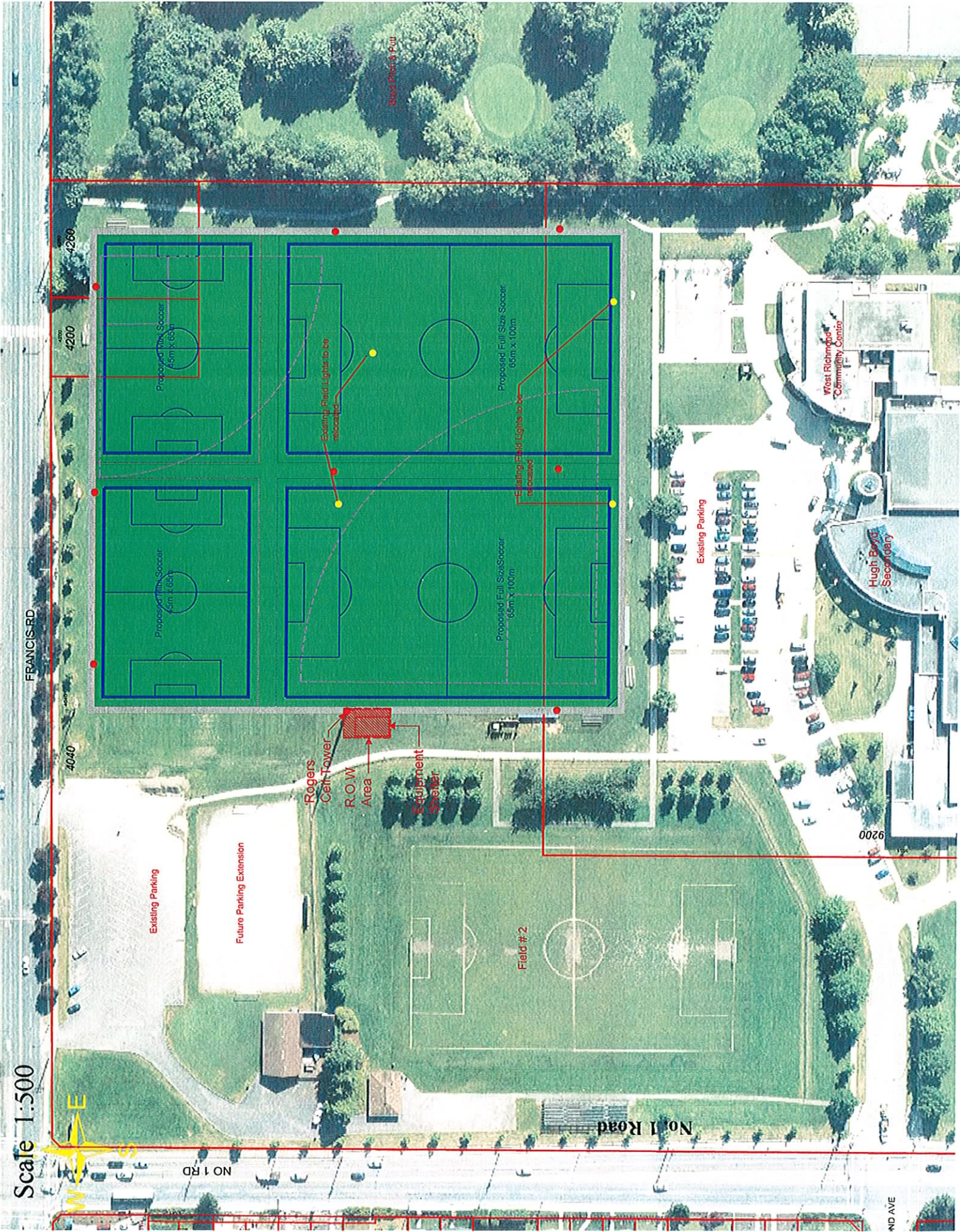
The City would not have to contribute any funding towards the installation of Microcell's proposal and would receive an up from net benefit of \$205,000.

Conclusion

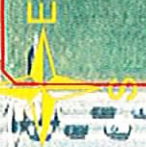
The proposal from Microcell presents the City with an opportunity to realise direct cost savings to the approved Parks Capital project underway at the Hugh Boyd Park Athletic site. Staff have had the opportunity to work with Microcell in the development of a proposal that would be of mutual benefit, and also contribute to the potential future enhancement of sports field improvements in Richmond with a combined benefit to the City totalling \$205,000.



Mike Redpath
Manager, Parks - Programs, Planning & Design
(1275)



Scale 1:500



FRANCIS RD

4040

4200

4260

Existing Parking

Future Parking Extension

Rogers Cell Tower

R.O.W. Area

Equipment Shelter

Field # 2

Proposed Mini Soccer 25m x 65m

Proposed Full Size Soccer 65m x 100m

Proposed Full Size Soccer 65m x 100m

Proposed Full Size Soccer 65m x 100m

Existing Field Lights to be relocated

Existing Field Lights to be relocated

Existing Parking

0026

Hugh Boyd Secondary

West Richmond Community Centre

NO 1 Road

NO 1 RD

ND AVE

Stand Street & Pull



City of Richmond

Bylaw 8043

Hugh Boyd Park Right of Way for a Communications Installation Bylaw

The Council of the City of Richmond enacts as follows:

1. That the right of way forming Attachment 1 to this bylaw be registered over Lot 4 Section 26 Block 4 North Range 7 West New Westminster District Plan 24055 (PID: 009-298-371)
2. This Bylaw is cited as **“Hugh Boyd Park Right Of Way Bylaw 8043”**.

FIRST READING

SECOND READING

THIRD READING

LEGAL REQUIREMENTS SATISFIED

ADOPTED

| |
|---|
| CITY OF RICHMOND |
| APPROVED for content by originating dept. |
| <i>[Signature]</i> |
| APPROVED for legality by Solicitor |
| <i>[Signature]</i> |

MAYOR

CORPORATE OFFICER

LAND TITLE ACT
FORM C
 (Section 219.81)

Province of
 British Columbia

Ref. # : W5262 Hugh Boyd Park

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

Page 1 of 11 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

ROGERS WIRELESS INC.
having an office at
1600-4710 Kingsway,
Burnaby, B.C. V5H 4W4
(604) 431-1400

Signature of Agent: _____

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

009-298-371

**LOT 4 SECTION 26 BLOCK 4 NORTH RANGE 7 WEST
 NEW WESTMINSTER DISTRICT PLAN 24055**

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
 (page and paragraph)

PERSON ENTITLED TO INTEREST

Statutory Right of Way over part
 in Reference Plan No. _____

Entire Instrument

Transferee

4. TERMS: Part 2 of this Instrument consists of (select one only)

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this Instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

THE CITY OF RICHMOND of 6911 No. 3 Road, Richmond, BC V6Y 2C1

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

**ROGERS WIRELESS INC. (Inc. No. A-44386) having an office at One Mount Pleasant, 2nd
 Floor, Toronto, Ontario M4Y 2Y5 Attention: Manager, Real Estate (416) 935-7799**

7. ADDITIONAL OR MODIFIED TERMS:*

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S): This Instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this Instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Lee Massey, Commissioner for Taking Affidavits for BC
 6911 No. 3 Road
 Richmond BC V6Y 2C1
 604-276-4201

as to the signature of David Weber

| Execution Date | | |
|----------------|---|---|
| Y | M | D |
| | | |

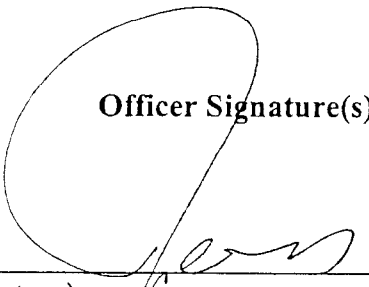
Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)

THE CITY OF RICHMOND by its authorized signatory(s)

MALCOLM D. BRODIE, Mayor

DAVID WEBER, Corporate Officer

Officer Signature(s)



(Signature) **James D. Piets**

(Print Name) **Fasken Martineau DuMoulin LLP**
Barristers and Solicitors

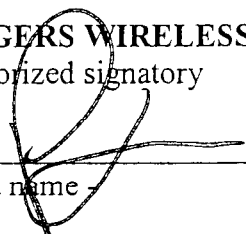
(Address) **2100 - 1075 West Georgia Street**
Vancouver, BC V6B 3G2
604/631-3131

(Professional Capacity)

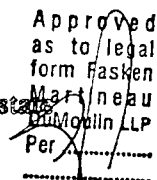
| Execution Date | | |
|----------------|----|----|
| Y | M | D |
| 2006 | 02 | 24 |

Party(ies) Signature(s)
 (ALL SIGNATURES TO BE IN BLACK INK)

ROGERS WIRELESS INC. by its authorized signatory



Print name **Robert A. Kemp**
Regional Manager, Real Estate

Approved as to legal form Fasken Martineau DuMoulin LLP Per 

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
 ** If space insufficient, continue on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT-OF-WAY
(Section 218(1) - *Land Title Act*)

This Agreement made effective this ___ day of _____, 2006 is between:

THE CITY OF RICHMOND

Address: 6911 No. 3 Road, Richmond, B.C. V6Y 2C1

Attention:

Tel/Fax No.: Tel: (604) 276-4000; Fax: (604) 278-5139

("City")

AND:

ROGERS WIRELESS INC. (Inc. No. A-44386)

Address: One Mount Pleasant, 2nd Floor,
Toronto, Ontario M4Y 2Y5

Attention: Manager, Real Estate

Tel No.: (416)935-7799

("Rogers")

BACKGROUND

A. The City is the registered and beneficial owner in fee simple of the lands and the premises situate thereon civically described as Hugh Boyd Park, 4040 Francis Road, Richmond and legally described as:

Parcel Identifier: 009-298-371

Legal Description: LOT 4 SECTION 26 BLOCK 4 NORTH RANGE 7 WEST
NEW WESTMINSTER DISTRICT PLAN 24055

(collectively the "Lands");

B. The City has agreed to grant to Rogers a statutory right-of-way over a portion of the Lands on the terms and conditions of this Agreement which statutory right-of-way is necessary for the operation and maintenance of Rogers' undertaking.

AGREEMENTS

ARTICLE 1 - DESCRIPTION OF THE STATUTORY RIGHT-OF-WAY

1. Statutory Right-of-Way. The City hereby grants to Rogers the full, free, uninterrupted, unobstructed and right, privilege, easement and right-of-way on the terms and conditions hereinafter set out, in, over, under, along, through, or across that part of the Lands as shown outlined in heavy black on the Reference Plan prepared by _____, BCLS and certified correct on _____, 2005, a photo reduced copy of which is attached hereto as Schedule "A", and if no such Reference Plan is presently available, that part of the Lands shown in heavy black on the sketch plan attached hereto as Schedule "A" pending final survey and approval of the Reference Plan by the City as contemplated by paragraph 2 (the "Right-of-Way Area"), for the following purposes:

- (a) to install, according to plans submitted by Rogers and approved by the City, which approval shall not be unreasonably withheld, and to operate, maintain and replace all equipment, equipment enclosures, antennas, antenna mounts, antenna support structures, apparatus, fixtures, attachments, and connections for the transmission, emission or reception of signals as set out in Schedule "B" (collectively, the "Equipment"). Rogers must have the City's prior written approval, which approval shall not be unreasonably withheld, before installing any equipment which is substantially different from that set out in Schedule "B" or that would change the physical appearance of the installation;
- (b) for access over the Right-of-Way Area at all times and for any other purposes incidental to the above purposes.

2. Final Survey. The City authorizes Rogers to enter onto the Right-of-Way Area prior to the Commencement Date and to proceed with any test, inspection, survey or examination which Rogers judges to be necessary for the objectives of this Agreement, all at Rogers' expense. If Schedule "A" constitutes a sketch plan, the City authorizes Rogers to take all necessary steps, at its cost, to amend this Agreement by:

- (a) replacing the sketch plan forming Schedule "A" with the Reference Plan prepared in the final survey of the Right-of-Way Area;
- (b) obtaining the City's written approval of the Reference Plan, such approval not to be unreasonably withheld;
- (c) incorporating the particulars of the Reference Plan in the definition of "Right-of-Way Area" in paragraph 1.1; and
- (d) carrying out all required deposits and filings in the New Westminster Land Title Office to achieve such amendment.

ARTICLE 2 - TERM

1. Initial term. Subject to paragraph 2.2 and Article 9, this Agreement shall be for a term of 10 years (the "Initial Term") commencing on the earlier of April 1, 2006 or the date on which Rogers commences installation of the Equipment on the Right-of-Way Area (the "Commencement Date").
2. Right to Renew. The City will review Rogers' tenancy term during the last year of the initial license agreement and the City may, at its option, negotiate renewal terms with Rogers.

ARTICLE 3 - FEE

1. Fee. During the Initial Term, Rogers shall pay to the City a fee being a lump sum of \$145,000 (the "Fee") for the entire term, plus applicable Goods and Services Tax (the "G.S.T."), to be paid in advance commencing on the Commencement Date.
2. G.S.T. The City's registration G.S.T. number is 121454003.

ARTICLE 4 - LICENSE

1. License. The City grants to Rogers, its servants, agents, contractors, and suppliers, a license for:
 - (a) ingress to and egress over the Lands, with or without equipment, at any time and from time to time for all purposes necessary or incidental to the exercise and enjoyment of the rights granted herein; and
 - (b) installing, operating, and maintaining such equipment, exterior grounding, electric power and communications lines over the Lands, as may be necessary for the exercise and enjoyment of the rights granted herein and to transmit over the lines or conduits all forms of telecommunications and electric energy.

ARTICLE 5 - ROGERS' OBLIGATIONS

1. Rogers' Obligations. Rogers shall:
 - (a) pay, as they become due and payable, the Fee and all taxes that are levied by any governmental authority applicable to the Fee and the business carried on by Rogers on the Right-of-Way Area;
 - (b) obtain any permits required under applicable City bylaws and observe all laws, orders, decrees and regulations applicable to Rogers' operations on the Right of Way Area, including the installation of the Equipment;
 - (c) maintain an insurance policy covering all of its undertaking and in particular, general liability insurance coverage in an amount not less than \$2,000,000.00 per occurrence

and showing the City as an additional insured, and provide the City with a certificate of insurance confirming coverage on an annual basis.

- (d) save for the negligence or wilful acts of the City, its employees, agents, servants, invitees, contractors, and those persons authorized by the City to be on the Right-of-Way Area, indemnify and save harmless the City against all actions, suits, claims, direct damages, costs and liabilities, including solicitor's fees, arising from any breach, violation or non-performance of the terms and obligations on the part of Rogers set out in this Agreement and any damage to the Right-of-Way Area, or any injury to or death of any person occasioned by the use of the Right-of-Way Area by Rogers, its servants, agents, employees or contractors.
- (e) provide the City with 'as-built' drawings of the Equipment installed on the Lands within 90 days of completion of construction;
- (f) take sole responsibility for the maintenance, repair, and security of the Equipment and ensure that all Equipment is kept in good repair and condition during the term of the ROW agreement;
- (g) indemnify the City against the escape of any substances harmful to the environment caused by Rogers' equipment and/or installation;
- (h) not utilize the Right-of-Way area or any part of the installation for the purpose of advertising;
- (i) except during emergency situations, provide the City with 24 hours written notice for access to the Right-of-Way area, so as not to negatively impact scheduled games and school use of the park facilities; and
- (j) provide the City with access to the tower for the installation, maintenance, and replacement of the sports field lighting components installed on the tower.

ARTICLE 6 - CITY'S OBLIGATIONS

1. City's Obligations. The City will:

- (a) use its best efforts not to do or permit to be done any act or thing which might interfere with, injure, impair the operating efficiency of Rogers' equipment, or obstruct Rogers' access to or the use of the Right-of-Way Area or the Equipment; however if such interference can be shown to exist by Rogers acting reasonably, and such interference can not be eliminated by the City using commercially reasonable efforts within 15 days, Rogers at its option, may elect to cancel this agreement without penalty and any prepaid rent shall be pro-rated for the period of Rogers' usage of the Right-of-Way Area and the balance returned to Rogers;

- (b) provide to Rogers access keys and any required information in regard to access to the Right-of-Way Area and the Lands, including, permitting Rogers to install a lock-box for the purpose of access to the Right-of-Way Area;
- (c) the City acting reasonably shall provide Rogers with 30 days' prior written notice before doing any necessary repair, maintenance, alteration or improvements to the Lands that may temporarily interfere with Rogers' Equipment and shall use commercially reasonable efforts to carry out the activities with a minimum amount of interference with Rogers' operations;
- (d) cooperate with Rogers, at Rogers' expense, including executing all necessary and reasonable authorizations in order for Rogers to obtain all necessary authorizations from all governmental authorities for the construction, operation, and maintenance of the Equipment; and
- (e) execute all further documents and perform all reasonable acts to better ensure Rogers' peaceable right to enjoy the statutory right-of-way granted by this Agreement including for the purposes of registration of this Agreement.

ARTICLE 7 - NON - INTERFERENCE

1. Non-interference. During the Initial Term or any renewal thereof, the City shall, subject to 6 1(a), have the right to lease, license or permit anyone to use any part of the Lands for the purposes of the transmission, emission or reception of signals by wire, radio, visual or other systems and any other purpose incidental thereto or to install any structure or equipment thereon to the extent that such leasing, licensing or permission to use will not provide for additional telecommunications equipment to be placed on the same lighting pole as Rogers occupies with its antennas, except with the prior written consent of Rogers. In the event that Rogers' operations are proven to measurably interfere with reception or transmission of other existing parties occupying the Lands, it will use its best efforts to remedy such interference and the City agrees to include similar language, as set out here, in any future agreements with other telecommunication carriers wishing to occupy the Lands.

ARTICLE 8 - ELECTRICITY

1. Payment by Rogers. The cost of Rogers' electrical consumption is to be in addition to the Fee and shall be paid in advance concurrent with the Fee. The advance payment for the first year of the Initial Term shall be \$900.00, plus taxes. Rogers shall install a meter at its cost to record its actual consumption, and the cost of Rogers' electrical consumption shall be adjusted between the parties annually based upon a reading of the meter.

ARTICLE 9 - TERMINATION

1. Termination by Rogers. Rogers may terminate this Agreement by giving 30 days prior written notice to the City, if, for any reason whatsoever, Rogers concludes, in its sole discretion, that the Right-of-Way Area, including the operation of the Equipment, is of Rogers' network

commercially or technologically impossible, impractical, or no longer meets Rogers' criteria for the efficient operation and, in such case, prepaid rent shall be pro-rated for the period of Rogers' usage of the Right-of-Way Area and the balance returned to Rogers.

2. Termination by the City. The City may terminate this Agreement, if and whenever the Fee or any part thereof or any other fee, charge or tax payable under this Agreement shall be unpaid after it shall have become due and payable as herein provided, or if Rogers is in default in the performance of any material term or condition of this Agreement, and such non-payment or default shall continue for 60 days following receipt of a written notice from the City. Upon expiration of such 60 days the City may terminate this Agreement and re-enter the Right-of-Way Area or any part thereof.

3. The City may also terminate this agreement by providing Rogers with 180 days written notice for any reason where the City, in its sole discretion, determines for bona fide municipal purposes that it is necessary, required or prudent to do so and, in such case, prepaid rent shall be pro-rated for the period of Rogers' usage of the Right-of-Way Area and the balance returned to Rogers and, if termination occurs within the first five years of the Term, the City shall cover reasonable costs associated with the cost of relocation of Rogers' installation;

4. Equipment and Removal. The Equipment, with the exception of the tower pole and the sports field lighting system and components, which will remain the property of the City, shall at all times remain the property of Rogers notwithstanding that such items may be annexed or affixed to the Lands and shall at any time and from time to time be removable in whole or in part by Rogers. Upon termination of this Statutory Right-of-Way, Rogers shall, within 90 days or such other period of time as the parties may agree upon, remove all the Equipment, at its own expense, and return the Right-of-Way Area to a condition of good and substantial repair, save and except for reasonable wear and tear.

ARTICLE 10 - OTHER PROVISIONS

1. Entire agreement. This Agreement including Schedules "A" and "B" hereto and any other documents referred to in this Agreement constitute the entire agreement of the parties and may not be amended or modified except by a written instrument executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. If the City constitutes more than one person, every representation, covenant and agreement on the part of the City will be a joint and several representation, covenant, and agreement of the persons constituting the City. City shall execute and deliver this Agreement in a registrable form, and Rogers shall bear all costs associated with the registration of this Agreement.

2. Prior Consent. Rogers shall not assign this Agreement nor grant any licences pertaining to the Right-of-Way Area without the prior written consent of the City, which consent shall not be unreasonably withheld.

3. Notice. Any notice required or permitted to be given hereunder or any tender or delivery of

documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission, to Rogers to the address set out on the title block of this Agreement.

4. Confidentiality. The City hereby recognizes the confidential nature of the information contained herein as it relates to Rogers competition and the City hereby undertakes not to disclose any such information to any third party, except to mortgagees, prospective purchasers, banks, real estate appraisers, auditors and accountants or other consultants which reasonably need to know such information, provided the same have undertaken to maintain the confidential nature of the information contained herein or except if legally compelled to do so.

5. Burden of Statutory Right-of-Way. The Statutory Right-of-Way shall be construed as running with and binding upon the Lands and all parts thereof. Provided however, neither the City nor any successor in title to the Lands will be liable under any of the covenants contained herein where liability arises after the City or such successor in title ceases to have any further interest in the Lands.

6. Transfer of Lands. The City agrees not to sell, convey, dispose or otherwise transfer the Lands or any part thereof, unless the purchaser, transferee or other acquiring party, as the case may be, executes an agreement with Rogers to observe and perform the obligations of the City hereunder

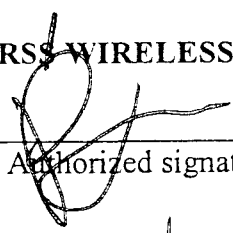
7. Detailed Plan Approval. Prior to construction, Rogers shall supply two copies of the detailed design drawings to the City for its approval that shall not be unreasonably withheld, and Rogers shall pay reasonable costs associated with engineers or other professionals required for such approvals.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date set out below.

ROGERS WIRELESS INC.

By: _____

Authorized signatory



Robert A. Kemp
Regional Manager, Real Estate

Date: FEB 24 / 06

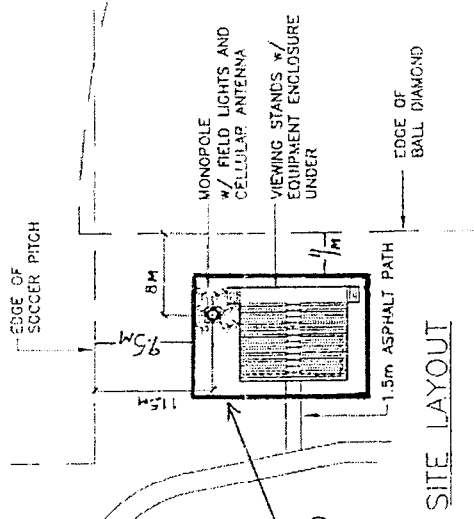
THE CITY OF RICHMOND

By: _____

Authorized signatory

Date: _____

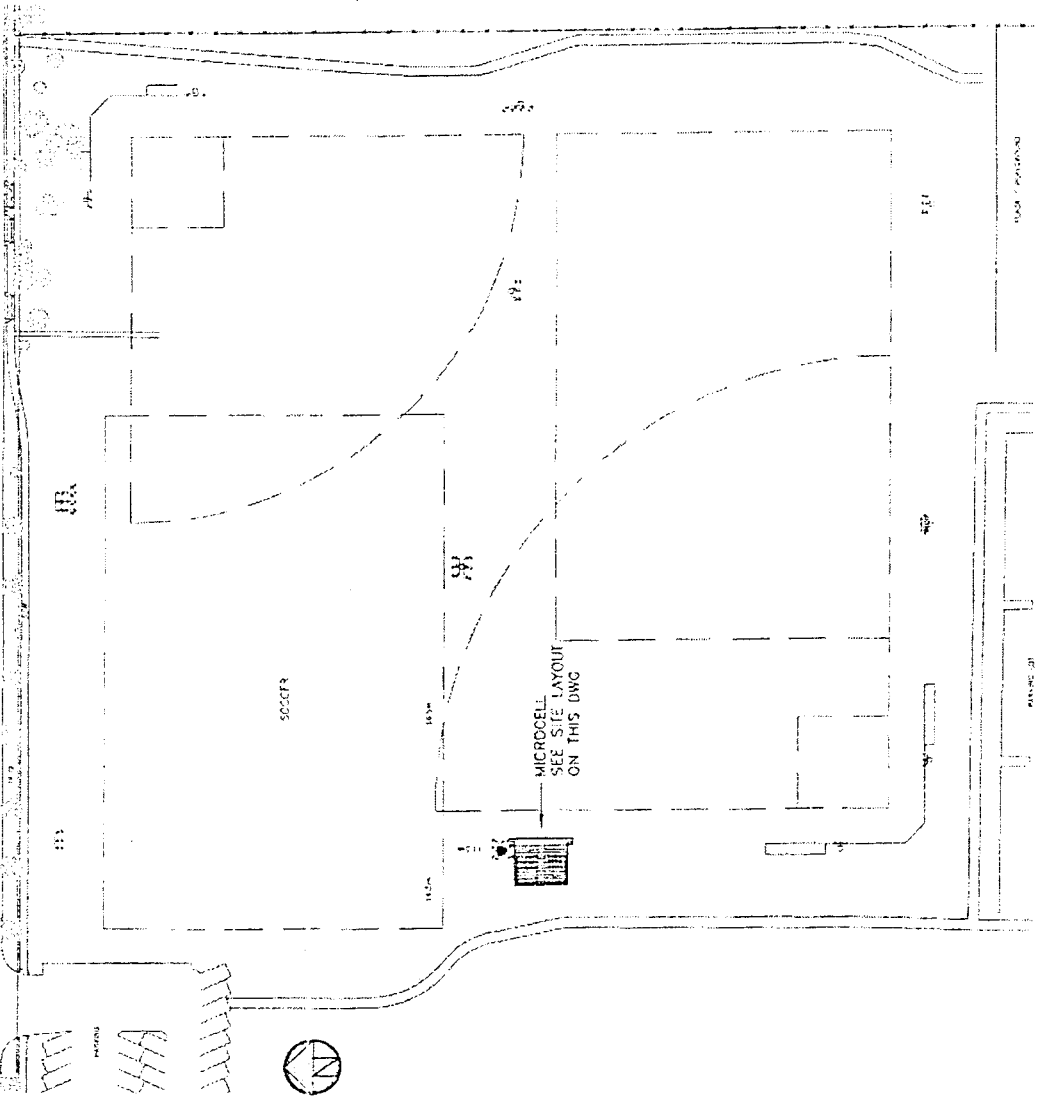
Schedule "A"



SEW AREA
(12M x 16.5M)

SITE LAYOUT

FRANCIS ROAD



SITE PLAN

RKTG ASSOCIATES LTD
CONSULTING ENGINEERS
202-1365 West 4th Ave
Vancouver, B.C.
Phone: (604)736-4344
Fax: (604)736-0235
e-mail: rktg@telus.net

Approved Conditions: _____ Date: _____
Approved By: _____ Approved Date: _____
Approved By: _____ Approved Date: _____

FILE # V628ES01.DWG

MICROCELL Connections

| | | | |
|--|----------------|-------------------|-----------|
| REVISED PRELIMINARY | AA | MAR 10/04 | C |
| REVISED PRELIMINARY | AA | FEB 11/04 | B |
| PRELIMINARY | AA | FEB 05/04 | A |
| 155LSD | BY | REV | |
| Drawing name: V44628_MESU | | | |
| Title: HUGH BOYD PARK (RICH) SITE PLAN | | | |
| Drawn by: A. AUSTIN | Designed by: A | Page: 10 | of 11 |
| Scale: AS NOTED | Date: FEB 2004 | Project: AS NOTED | Sheet: ii |

SCHEDULE 'B' **(List of Equipment)**

Antennas

Antennas deliver the radio frequency signal over an area to communicate with a PCS mobile phone. A typical antenna used is a **Wireless Panel Antenna**. Dimensions are approximately (H x W x D) 1372mm x 305mm x 102mm (54 inches x 12 inches x 4 inches) and weighs approximately 11 kg. (24 lbs.). The outer enclosure is comprised of fibreglass construction. The antenna is secured with specialized mounting hardware. Six to Nine antennas are usually required on each site. The antennas are installed at an engineered height for the most effective coverage.

Lightning Protection

Antennas are protected from lightning strikes with two wire runs that connect the antennas to earth ground. Wire routes that run down the side of buildings are secured and hidden from view wherever possible.

Indoor PCS Electronics Equipment

The electronics of the site PCS equipment is comprised of radio transceivers (transmitter-receiver) operating in the 1.9 GHz frequency range. These circuit packs are mounted on racks, interconnected by an array of wires. All of this equipment is housed in a steel cabinet measuring approximately (H x W x D) 195cm x 91cm x 45cm (77 inches x 36 inches x 17.7 inches) and weighs approximately 415 kg (915 lbs.). The cabinet is secured onto the floor at the base and wall brackets at the top. All installations meet Zone 4 earthquake specifications. One PCS site is comprised up to six (6) cabinets requiring an area in the vicinity of 10-15m². The PCS equipment electrical requirements are -48 volts DC, 50 amps. This is supplied by the adjoining power plant.

Power Plant

For the indoor PCS electronics equipment, it will be powered by the indoor power plant. The power plant is comprised of rectifiers that convert AC power from the AC panel to DC power for supply to the electronics equipment. Batteries supply DC power in case of main power outages. All of this equipment is housed in a steel cabinet measuring (H x W x D) 213cm x 58.4cm x 38.1cm (84 inches x 23 inches x 15 inches).

Battery Unit

For the PCS electronics equipment, backup power is provided by battery unit(s). The battery unit is comprised of rectifiers that convert AC power from the AC panel to DC power for supply to the electronics equipment. Batteries supply DC power in case of main power outages. All of this equipment is housed in a steel, environmentally self contained cabinet measuring approx. (H

x W x D) 152cm x 81cm x 89 cm. The weight is approximately 909.1 kg (2,000 lbs.). Electrical requirements are 208 volts AC.

Indoor CCI equipment

CCI equipment is electronic equipment used as a second stage amplification of the RF radio signal. It is usually mounted into an equipment rack, the rack itself is 2.13m high X 53cm wide (7' X 21") and the equipment occupies a superfcy of 0.18 meter square (2.2 sq. ft) approx. RF cabling runs between the CCI equipment and the main radio equipment (S8000 Indoor) before going to the antenna. The equipment is fed by the DC power plant.

Cables

Each antenna is connected to the electronics via RF (radio frequency) coaxial cable for a total of up to twenty four (24) runs. A typical coaxial cable is the ***ANDREW HELIAX LDF5*** series Coaxial cable, connectors and anchoring hardware. Heliac coaxial cable is solid copper in a polyethylene jacket that is weather-proof and corrosion resistant. This coaxial cable is typically installed in a enclosed tray and if required, painted to match the building or tower material.

Cross-Connect Area

Various connections used for testing are installed on a 1.2m x 1.2m (4 ft x 4 ft) painted plywood board mounted on an interior wall close to the PCS electronics. Items include connection blocks and locked wall cabinets. Below the board, an AC receptacle and grounding bar will be installed. In addition, the incoming transmission line equipment will terminate on another plywood board up to 1.2m x 1.2m (4 ft x 4 ft) size. This board could be located in a telephone room or in a room adjacent to the PCS electronic equipment, or in a special outdoor enclosure or inside of a shelter. If required, additional lighting will be added to ensure the area is well lit.

Note: Next to 1.2m x 1.2m (4 ft x 4 ft) plywood board will be an AC panel (handling 100A, single phase). In certain cases, a connection to an emergency generator will be made.

Security

PCS sites that require security from public access can be secured by the installation of a chain link fence or wall.

Monopole Tower

The monopole tower allows for the installation of the antennas at an engineered height for the most effective coverage. This height ranges from 20m to 40m (65 ft to 130 ft). Its construction is typically a tapered, tubular pole structure constructed from galvanized, steel plate and painted. The base ranges in diameter of 0.7m to 1.0m (2.28 ft to 3.25 ft) and is secured to a poured concrete foundation depth of 10m - 20m (33 ft to 65 ft) with bolts. Towers are designed to withstand high wind velocities.

Numerous safety and protective devices are mounted on the tower. Lightning protection is comprised of lightning rods at the top connected to a ground wire running the full height of the tower. The Department of Transport requires that beacons be placed on the tower. These will be made of cast aluminium with red Fresnel lenses.

Microwave Dishes

Microwave dishes are used to communicate to the main PCS network. The dishes are parabolic in shape with diameters of 0.5m to 1.0m. Construction is typically aluminium and secured with specialized mounting brackets onto the existing structure. **There are to be no microwave dishes installed at this location.**

Shelters

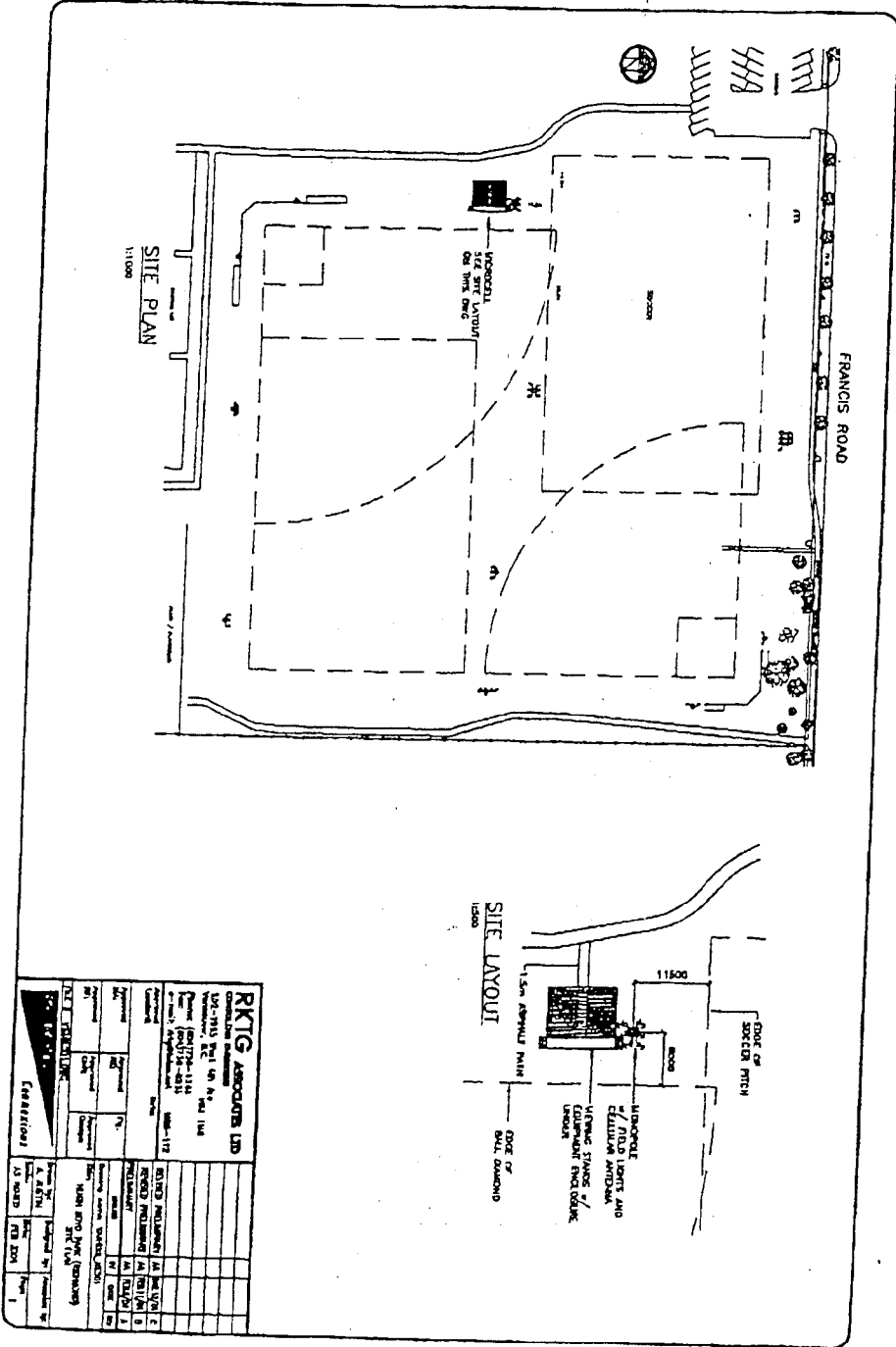
Metal modular shelters contain all the required equipment for a PCS site. Shelters range in area from 5m² to 20m² (50 sq. ft to 200 sq. ft). Exceptional cases will have shelters up to 40m² (400 sq. ft).

HVAC

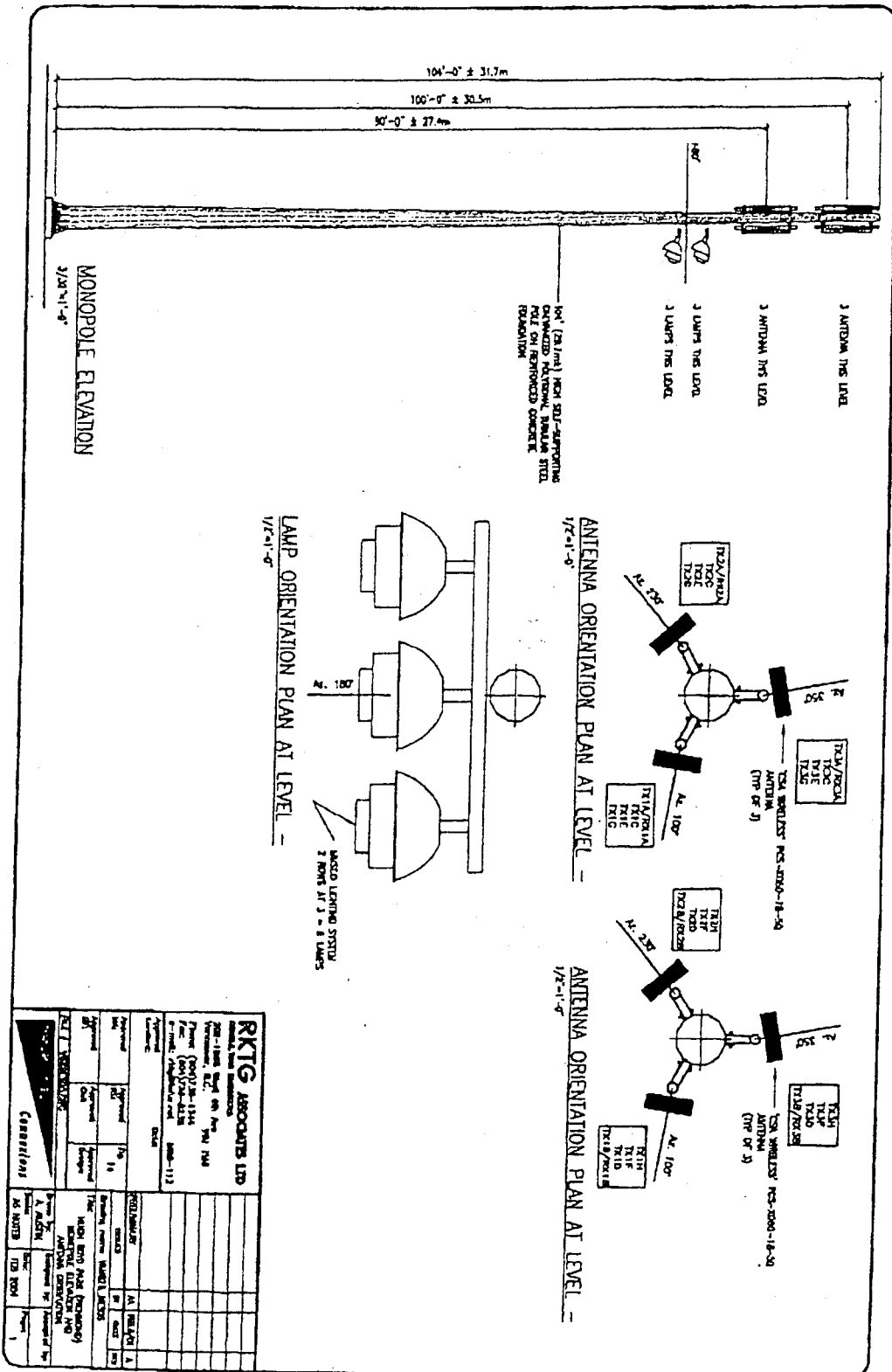
A heating/air conditioning unit may be required to cool the room where the indoor PCS electronics is installed.

ATTACHMENT 2

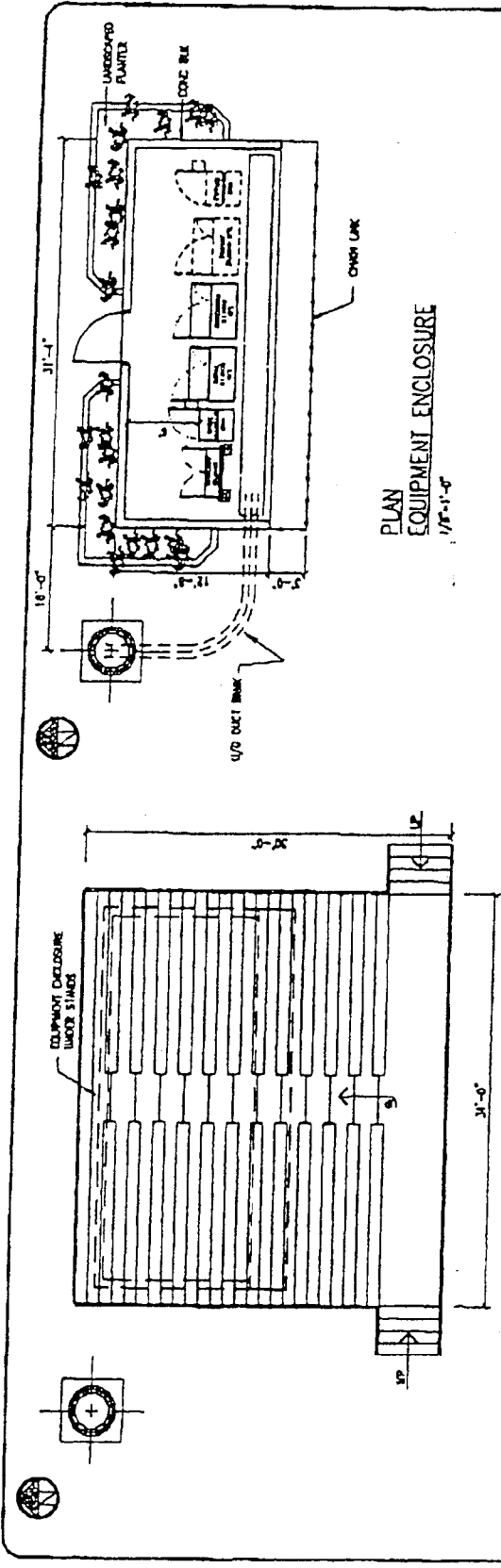
604 899 1713 P.02
 MAR 12 2004 17:28
 MICROCELL SOLUTIONS
 604 584 8270
 PAGE.02
 602-11-RRM



03/12/2004 16:25 584-584-8270 CBT ACADEMY INC. PAGE 02



| | | | |
|---|------------------------|---------------------|--------------------|
| RTG ASSOCIATES LTD 100-112 100-112 100-112 100-112 | | | |
| Project Name 100-112 | Project No. 100-112 | Date 100-112 | Scale 100-112 |
| Drawing No. 100-112 | Revision 100-112 | Author 100-112 | Checker 100-112 |
| Title 100-112 | Description 100-112 | Location 100-112 | Status 100-112 |



RKTG ASSOCIATES LTD
CONSULTANTS

202-1803 York Ave. 4th Fl. 116
Windsor, L.C. 8W1 1H6
Phone: (507)94-4344
Fax: (507)94-8233
E-mail: rktg@bellnet.ca
RKTG-112

Project: [REDACTED]
Client: [REDACTED]
Design: [REDACTED]
Scale: [REDACTED]
Date: [REDACTED]

Approved by: [REDACTED]
Checked by: [REDACTED]
Designed by: [REDACTED]
As noted: [REDACTED]

Page: [REDACTED]

| SECTOR NO. | ANTENNA TYPE | COMPARI | NO. IN LINE | CHASSIS | SECTION NO. | TYPE | HEIGHT | NO. IN LINE | CHASSIS | SECTION NO. | TYPE | HEIGHT |
|------------|---------------------------|---------|-------------|---------|-------------|-----------------------------|--------|-------------|---------|-------------|-----------------------------|--------|
| 1 | TRIV/RELA DRIC TRIC | 111 | 0 | LOT-50A | 1 | CM WIRELESS PC2000-11-50 | 120 | 0 | LOT-50A | 1 | CM WIRELESS PC2000-11-50 | 120 |
| 2 | TRIV/RELA DRIC TRIC | 220 | 0 | LOT-50A | 2 | CM WIRELESS PC2000-11-50 | 120 | 0 | LOT-50A | 2 | CM WIRELESS PC2000-11-50 | 120 |
| 3 | TRIV/RELA DRIC TRIC | 330 | 0 | LOT-50A | 3 | CM WIRELESS PC2000-11-50 | 120 | 0 | LOT-50A | 3 | CM WIRELESS PC2000-11-50 | 120 |



City of Richmond

Notice of Alternative Approval Process Hugh Boyd Park Right of Way for a Communications Installation Bylaw

Notice is hereby given under the requirements of the Community Charter that the City Council of the City of Richmond is intending to grant a Right of Way in Hugh Boyd Park to Rogers Wireless for the installation of communications apparatus.

General Description of Proposal

The proposed Right of Way would permit Rogers Wireless to install, operate and maintain communications apparatus on an existing light pole, on a portion of lot 4 Section 26 Block 4 North Range 7 West New Westminster District Plan 24055 (PID:009-298-371) Hugh Boyd Park, as shown on the attached diagram, for a 10 year term. The City will receive a lump sum payment of \$145,000 for use of the site and a contribution of \$50,000 to be used for sports field related expenditures at Hugh Boyd Park.

Alternative Approval Process

Council may proceed with the adoption of Bylaw 8043, the Hugh Boyd Park Right of Way for a Communications Installation Bylaw, unless at least 10% (11,682) of the electors of the City of Richmond sign elector response forms indicating their opposition to the proposed land exchange.

The proposed bylaw and related records are available for public inspection at the City Clerk's Office, Richmond City Hall, 6911 No. 3 Road, Richmond, BC, 8:15 a.m. to 5:00 p.m., Monday through Friday, excluding statutory holidays, from March 30, 2006 to May 8, 2006.

Elector response forms must be in the form provided by the City and are available at the Information Counter on the first floor of City Hall, 6911 No. 3 Road, Richmond, BC., 8:15 a.m. to 5:00 p.m., from Thursday, March 30, 2006 to Monday, May 8, 2006. Elector response forms are also available on the City website at www.richmond.ca or by calling the City Clerk's Office at (604) 276-4007 during regular business hours.

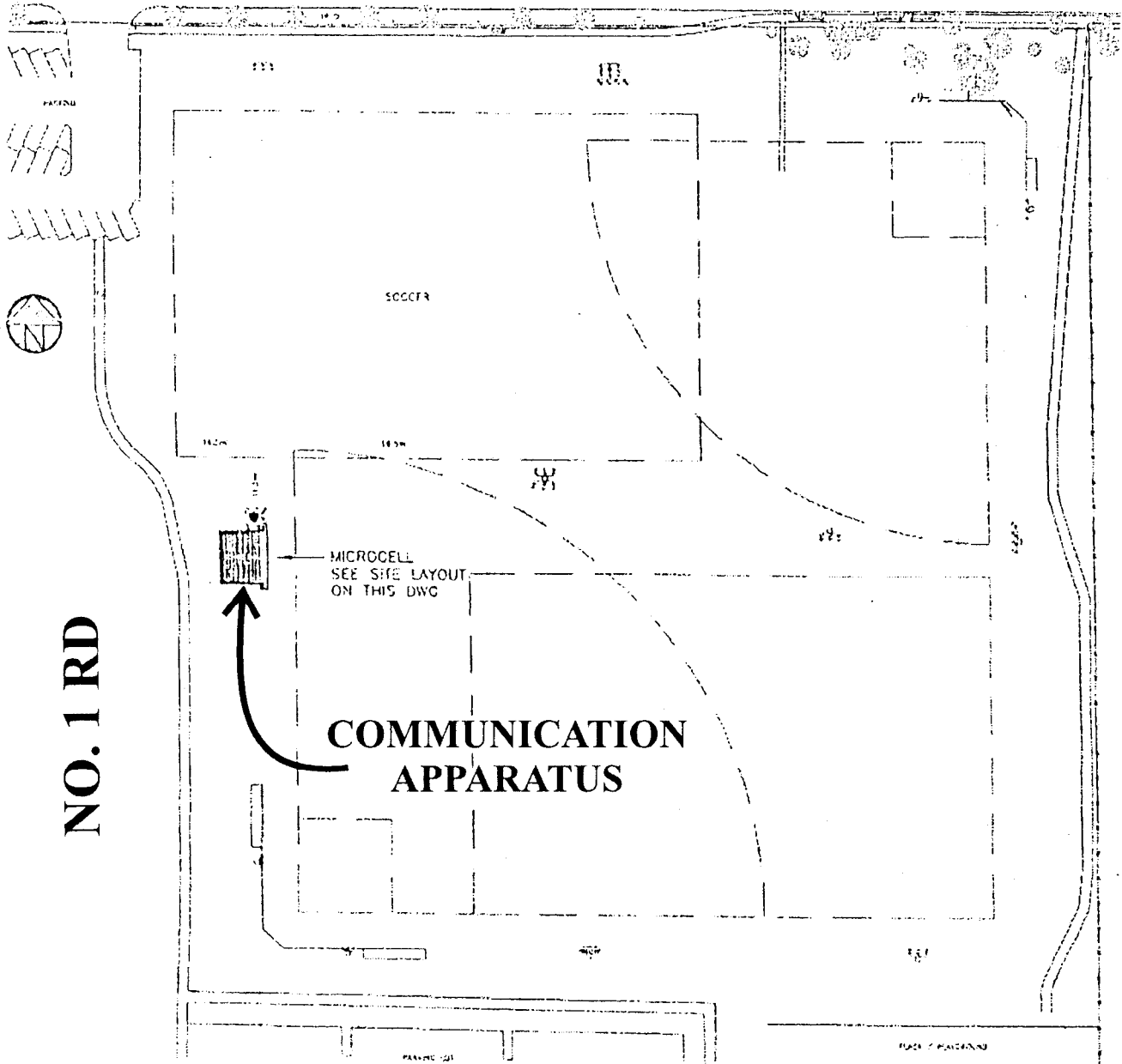
Originally signed elector response forms must be received at City Hall by 5:00 pm, May 8, 2006.

Only electors of the City of Richmond are eligible to sign an elector response form. Qualified electors are those persons meeting all of the following qualifications:

- a Canadian citizen;
- an individual who is age 18 or older;
- a resident of BC for at least the past six months;
- a Richmond resident or owner of property within Richmond for at least the last 30 days;
- must not be disqualified by the *Local Government Act* or any other enactment from voting in an election or otherwise disqualified by law.

David Weber, Director, City Clerk's Office

FRANCIS RD



NO. 1 RD

**COMMUNICATION
APPARATUS**

SITE PLAN

**Hugh Boyd Park Right of Way
Bylaw 8043**



**Hugh Boyd Park Right of Way
Communications installations Bylaw 8043**

Date: 03/03/06

Amended Date:

Note: Dimensions are in METRES



City of Richmond

**Alternative Approval Process
Hugh Boyd Park Right of Way for a
Communications Installation Bylaw**

Elector Response Form

I hereby declare the following:

1. That I am Canadian citizen;
2. That I am an individual who is age 18 or older;
3. I have been a resident of British Columbia for at least the past 6 months;
4. I have been a Richmond resident or owner of property within Richmond for at least the last 30 days;
5. I am not disqualified by the Local Government Act or any other enactment from voting in an election or otherwise disqualified by law.

I understand that by signing this form I am declaring the above facts and am petitioning against the adoption of Bylaw 8043, the Hugh Boyd Park Right of Way for a Communications Installation Bylaw, and am against the City of Richmond granting a Right of Way in Hugh Boyd Park to Rogers Wireless for the installation of communications apparatus.

NAME OF ELECTOR:

_____ (Please Print Name)

RESIDENTIAL ADDRESS:

(or address of property for which you are registering as a non-resident property elector)

SIGNATURE OF ELECTOR:

NOTE: This originally-signed form must be returned to the City of Richmond at Richmond City Hall, located at 6911 No. 3 Road, Richmond, BC, V6Y 2C1 no later than 5:00 pm on May 8, 2006, during the hours of 8:15 a.m. to 5:00 p.m., Monday through Friday, excluding statutory holidays.

A person must not sign an elector response form more than once and may not withdraw their name from the alternative approval process petition after the May 8, 2006 deadline.