



**To:** Public Works and Transportation Committee

**Date:** July 4, 2011

**From:** John Irving, P.Eng. MPA  
Director, Engineering

**File:** 03-1000-21- -  
INBOX/Vol 01

**Re:** Municipal Access Agreement with A2b Fiber Inc.

**Staff Recommendation**

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to execute, on behalf of the City, a Municipal Access Agreement between the City and A2b Fiber Inc. containing the material terms and conditions set out in the staff report dated July 4, 2011 from the Director, Engineering.

John Irving, P.Eng. MPA  
Director, Engineering  
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<b>ROUTED TO:</b>	<b>CONCURRENCE</b>		<b>CONCURRENCE OF GENERAL MANAGER</b>		
Law	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>				
<b>REVIEWED BY TAG</b>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	<b>REVIEWED BY CAO</b>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

## Staff Report

### Origin

In August 2010, the City received an application from A2b Fiber Inc. ("A2b") to install telecommunication facilities within dedicated highways, streets, roads, lanes and bridges open to public use (excluding those controlled by the Province) and rights-of-ways granted to the City for utility purposes subject to any limitations and restrictions governing their use (collectively, the "Service Corridors"). This application triggered negotiations for the creation of a Municipal Access Agreement ("MAA") with A2b.

### Analysis

A2b is a federally regulated telecommunications company providing telecommunications services in Canada. A2b is planning to install new telecommunications infrastructure and equipment within the Service Corridors. As A2b must obtain the City's consent to enter on and use the Service Corridors for these purposes, a MAA is required.

The City has signed MAA's with other telecommunications companies, most recently with Roger Cable Communications Inc. in November 2009 and Novus Entertainment Inc. in July 2009. These recent agreements are providing the general framework for negotiating the A2b MAA.

Relocation, causal<sup>1</sup>, and administration costs incurred by the City in dealing with A2b infrastructure in Service Corridors can be onerous. With the continuing densification of the City centre, these costs and issues have become increasingly pronounced. The proposed A2b MAA would address the above concerns. The City will receive cost recovery amounts similar to the amounts established by the CRTC for MAA's in other municipalities.

The MAA will establish the roles and responsibilities of A2b and the City, and is designed to protect the City's interests in light of the applicable legislation and industry standards. The proposed MAA with A2b is based on, but not limited to, the following terms and conditions:

- Specify the locations where the agreement will be applicable (i.e. the Service Corridors);
- Specify when A2b must obtain the City's consent for constructing, maintaining, operating, repairing and removing A2b's equipment, and define the scope of the City's consent;
- Define the conditions which A2b may carry out emergency work and routine work;
- Include provisions for the City to request and receive information for A2b equipment locations;
- Specify the allocation of costs for A2b equipment to be relocated as a result of any municipal and third party projects;
- Include provisions to reduce the City's liability due to A2b's work or equipment;

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<sup>1</sup> Causal costs are those costs that are incurred as a result of additional effort and materials spend working around a private utility installation in maintaining or constructing public infrastructure

- Identify the initial term of the MAA to be one year and automatically renewed for successive one year periods thereafter;
- Include appropriate fees to be paid to the City for cost recovery for causal costs, lost productivity costs, permitting and inspection costs, and pavement degradation fees;
- Require A2b to assume environmental liability for any hazardous substances that they bring to or cause to be brought to the Service Corridors;
- State the insurance requirements A2b shall maintain; and
- Include mutual indemnity clauses.


**Financial Impact**

There are no financial impacts from entering into this agreement.

The City will recover costs to offset administration costs and offset additional capital costs as a result of entering into this agreement. A2b will pay relocation costs on a sliding scale based on the age and date of installation. The City will recover Causal Costs as they relate to the presence and installation of any A2b infrastructure in the Service Corridors. Causal Costs include Lost Productivity Costs, Permitting and Inspection Costs, Pavement Degradation Fees and Occupancy Fees.

**Conclusion**

A Municipal Access Agreement between the City and A2b will allow the City to better manage and regulate the installation and presence of A2b equipment within the Service Corridors. The terms and conditions of the proposed agreement provide adequate cost recovery for the City and sufficiently protect the City's interests.



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LLB:bj