



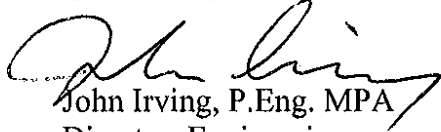
City of Richmond

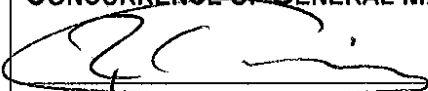
Report to Committee

To: Public Works and Transportation Committee **Date:** October 19, 2009
From: John Irving, P.Eng. MPA **File:** 10-6060-01/2009-Vol 01
Director, Engineering
Re: **Municipal Access Agreement with Rogers Cable Communications Inc.**

Staff Recommendation

That the General Manager, Engineering & Public Works be authorized to negotiate, enter into and execute a Municipal Access Agreement between the City of Richmond and Rogers Cable Communications Inc.


John Irving, P.Eng. MPA
Director, Engineering
(604-276-4140)

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ROUTED TO:	CONCURRENCE		CONCURRENCE OF GENERAL MANAGER
Budgets	Y	<input checked="" type="checkbox"/> N <input type="checkbox"/>	
Real Estate Services.....	Y	<input checked="" type="checkbox"/> N <input type="checkbox"/>	
Law	Y	<input checked="" type="checkbox"/> N <input type="checkbox"/>	
REVIEWED BY TAG	YES	NO	REVIEWED BY CAO
	<input checked="" type="checkbox"/> <i>JK</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <i>CAO</i>
			YES <input type="checkbox"/> NO <input type="checkbox"/>

Staff Report

Origin

In August 2009, the City received an application from Rogers Cable Communications Inc. to install telecommunication facilities within City rights-of-way that triggered negotiations for the creation of a Rogers Municipal Access Agreement (MAA).

This access agreement will support Council's Term Goals for Financial Planning and Infrastructure through the sustainable cost recovery terms of the agreement.

Council Term Goal #2 reads as follows:

"Financial Planning and Infrastructure –Ensure the City has the capacity to meet the financial challenges of today and in the future while maintaining appropriate levels of service through: ...measures...to protect the City's current and future financial well being;"

Analysis

Rogers Cable Communications Inc. is a federally governed telecommunications company providing telecommunications services in Canada. Rogers is planning to install new telecommunications infrastructure and equipment within City streets and rights-of-way, which will require an MAA.

As governed under the Telecommunications Act and federally regulated by the Canadian Radio-Television and Telecommunications Commission (CRTC), the Company is permitted to operate within the City's streets. The Act also gives municipalities the right to negotiate access agreements with telecommunications companies governed by the act.

The City of Richmond has signed MAA's with other telecommunications companies, most recently with TELUS in June 2008 and with Shaw in November 2006 and currently in negotiations with Novus Entertainment Inc. These recent agreements are providing the general framework for negotiating the Rogers MAA.

Relocation, causal¹, and administration costs incurred by the City in dealing with Rogers infrastructure in public rights-of-way can be onerous. With the continuing densification of the City centre, these costs and issues have become increasingly pronounced. The proposed Rogers 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 Rogers and the City, and will provide protection of the City's interests. The MAA to be negotiated with Rogers would be based on, but not limited to, the following terms and conditions:

¹ 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

- Specify the locations where the agreement will be applicable, to be dedicated highways, streets, roads, lanes and bridges open to public use and rights-of-ways granted to the City for public utility purposes subject to any limitations and restrictions governing their use;
- Specify when Rogers must obtain the City's consent for constructing, maintaining, operating repairing and removing its equipment, and define the scope of the City's consent;
- Define the conditions which Rogers may carry out emergency work and routine work;
- Include provisions for the City to request and receive information for Rogers equipment locations;
- Specify the allocation of costs for Rogers equipment to be relocated as a result of any municipal and third party projects;
- Include provisions to protect the City from any liability due to Rogers work or equipment;
- The initial term of the MAA will be one year and shall automatically renew 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;
- State the insurance requirements Rogers shall maintain;
- Require Rogers to assume all environmental liability for any hazardous substances that they bring to or cause.

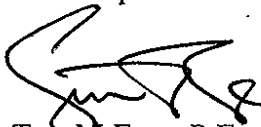
Financial Impact

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. Rogers 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 Rogers infrastructure in the City's streets and rights-of-way. The agreement also includes Permitting and Inspection Fees to be paid by Rogers in addition to Lost Productivity costs, Administration costs and Pavement Degradation Fees.

Conclusion

A Municipal Access Agreement between the City of Richmond and Rogers Cable Communications Inc. will allow the City to better manage and regulate the installation and presence of Rogers equipment within City streets and rights-of-ways. The terms and conditions of the agreement provide adequate cost recovery for the City and sufficiently protect the City's interests.



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ES:es