



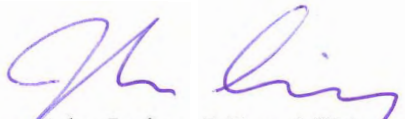
City of Richmond

Report to Committee

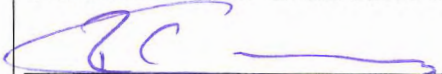


To: Public Works and Transportation Committee **Date:** December 13, 2017
From: John Irving, P.Eng. MPA **File:** 10-6000-01/2017-Vol
 Director, Engineering 01
Re: **Termination and Renewal of Outdated Telecomm Municipal Access Agreements**

Staff Recommendation

That the Chief Administrative Officer and the General Manager, Engineering & Public Works be authorized to terminate and execute Municipal Access Agreements between the City and Allstream Corp and between the City and Bell Canada on behalf of the City, containing the material terms and conditions set out in the staff report titled, "Termination and Renewal of Outdated Telecomm Municipal Access Agreements", dated December 13, 2017 from the Director, Engineering.



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

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law	<input checked="" type="checkbox"/>	
REVIEWED BY STAFF REPORT / AGENDA REVIEW SUBCOMMITTEE	INITIALS: 	APPROVED BY CAO 

Staff Report

Origin

Allstream Corp and Bell Canada both currently have Interim Municipal Access Agreements executed with the City of Richmond in 2001 and 2002 respectively. Since that time, a more comprehensive Municipal Access Agreement has been developed and used with eight other companies, including telecommunication firms similar to Allstream Corp and Bell Canada. The proposed changes will bring these two companies into alignment with our other telecommunication agreements.

Analysis

Allstream Corp and Bell Canada are both federally regulated telecommunications companies providing telecommunications services in Canada. These companies have existing telecommunications infrastructure and equipment within the City of Richmond's Service Corridors. They must obtain the City's consent to use the Service Corridors for future installations and this is typically accomplished through a Municipal Access Agreement.

The current agreements do not include a schedule for the City to recover pavement degradation fees like our other Municipal Access Agreements. The permitting fee rates are out of date and there is no clause to allow the City to increase permitting fees by CPI each year as exists in the newer agreements. The City has Municipal Access Agreements with a total of 11 telecommunications companies operating in the city (Attachment 1). The proposed Municipal Access Agreement template is consistent with the City's other MAA's. It will better protect the City's interests and establishes the roles and responsibilities of both parties. The proposed agreement will:

- Specify locations where the agreement will be applicable (i.e. the Service Corridors);
- Specify required consent for constructing, maintaining, operating, repairing and removing the company's equipment, and define the scope of the City's consent;
- Require the companies to pay causal¹ costs to the City;
- Define the conditions under which the companies may carry out work;
- Enable the City to have access to information about the company's equipment;
- Specify cost allocations for the company's equipment to be relocated as a result of any municipal and third party projects;
- Minimize the City's liability due to the company's work or equipment;
- Permit shallow inlay fibre;
- Identify the initial term of the Municipal Access Agreement to be one year, automatically renewable for successive one year periods thereafter;
- Define fees (eg. lost productivity costs, permitting and inspection costs, and pavement degradation) and their annual CPI increase;
- Require the companies to assume environmental liability for any hazardous substances that they bring or cause to be brought to the Service Corridors;

¹ Causal costs are costs incurred as a result of additional effort and materials spent working around a private utility installation while maintaining or constructing public infrastructure

- Identify the insurance requirements the companies must maintain; and
- Include mutual indemnity clauses.

Financial Impact

None. Companies that utilize City property as utility corridors pay an annual 1% tax to the City as per Section 192 of the Community Charter and Section 644 of the Local Government Act.

Conclusion

An updated Municipal Access Agreement between the City and Allstream Corp and between the City and Bell Canada will allow the City to better manage and regulate the installation and presence of these companies' equipment within the City's Service Corridors. These updated agreements will bring the City's requirements for these two companies more in line with the requirements already in place with the other telecommunication companies operating in Richmond. The terms and conditions of the proposed agreement provide cost recovery for the City and protect the City's interests.



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LB:cjr

Company	MAA signed	Initial term	renewal term	Notice to terminate	Expires	Next Expiry	Permitting Fees	Punt Degradation	CPI	Micro-trench
Allstream	October 29, 2001	1 year after 1st day of month executed	1 year	3 months prior to end of any term	October 1, 2002	October 1, 2018	\$500 each up to 50m \$500 each 100m over 50m	Yes	No	
Group Telecom	May 11, 2001?	1 year after 1st day of month executed	1 year	3 months prior to end of any term	May 1, 2002	May 1, 2018	\$500 each up to 50m \$500 each 100m over 50m	Yes	No	
Bell	December 5, 2002	1 year after 1st day of month executed	1 year	3 months prior to end of any term	December 1, 2003	December 1, 2018	\$500 each up to 50m \$500 each 100m over 50m	No	Yes	
Shaw	November 1, 2006	5 year	2 successive 5 year, then 1 year	3 months prior to end of any term	November 1, 2011	November 1, 2018	\$579.02 + 15% each up to 20m \$579.02/100m over 20m	Yes	Yes	
TELUS	June 12, 2008	5 year	5 year	120 days anytime after initial term	June 12, 2013	June 12, 2018	\$500 + 15% each up to 30m \$5/m over 30m \$175 + 15% ea pole	Yes	No	
Novus	November 23, 2009	1 year	1 year	3 months prior to end of any term	November 23, 2010	November 23, 2018	\$657.31 each up to 20m + \$12/m \$1971.95 each 100m over 20m + \$12/m \$78/day/block	Yes	Yes	
Rogers	January 5, 2010	1 year commencing January 1, 2010	1 year	3 months prior to end of any term	January 1, 2011	January 1, 2018	\$657.31 each up to 20m + \$12/m \$1971.95 each 100m over 20m + \$12/m \$78/day/block	Yes	Yes	
AZB Fibre	July 25, 2011	1 year	1 year	3 months prior to end of any term	July 25, 2012	July 25, 2018	\$657.31 each up to 20m + \$12/m \$1971.95 each over 20m + \$12/m \$78/day/block	Yes	Yes	
Teraspan	October 31, 2014	1 year	1 year	90 days prior to end of current term	October 31, 2015	October 31, 2018	\$657.31 each up to 20m + \$12.50/m \$1971.95 each over 20m + \$12.50/m \$81.50/day/block	Yes	Yes	
JFT	December 1, 2014	1 year	1 year	90 days prior to end of current term	December 1, 2015	December 1, 2018	\$657.31 each up to 20m + \$12.50/m \$1971.95 each over 20m + \$12.50/m \$81.50/day/block	Yes	Yes	
Optic Zoo	July 28, 2016	1 year	1 year	90 days prior to end of current term	July 28, 2017	July 28, 2018	\$657.31 each up to 20m + \$12.50/m \$1971.95 each over 20m + \$12.50/m \$81.50/day/block	Yes	Yes	Yes