



City of Richmond

Report to Committee

To: Public Works and Transportation Committee

Date: September 11, 2018

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

File: 10-6060-01/2018-Vol
01

Re: **Municipal Access Agreement with Freedom Mobile 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 Freedom Mobile Inc. containing the material terms and conditions set out in the staff report titled, "Municipal Access Agreement with Freedom Mobile Inc.", dated September 11, 2018 from the Director, Engineering.

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

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

Staff Report

Origin

Freedom Mobile Inc. has requested to install telecommunication infrastructure and equipment within dedicated highways, streets, roads, road allowances, lanes and bridges under the City's jurisdiction (collectively, the "Service Corridors"). To accommodate this request, a draft Municipal Access Agreement between Freedom Mobile and the City has been prepared.

Analysis

Freedom Mobile is a federally regulated telecommunications carrier providing telecommunications services in Canada. Freedom Mobile is proposing to install telecommunications infrastructure and equipment within the City of Richmond's Service Corridors. Freedom Mobile must seek the City's consent to use the Service Corridors and this is typically accomplished through a Municipal Access Agreement.

The City has Municipal Access Agreements with all telecommunications carriers who use the City's Service Corridors. The proposed Freedom Mobile Municipal Access Agreement will protect the City's interests and establishes the roles and responsibilities of both parties. The proposed agreement with Freedom Mobile will:

- Specify locations where the agreement will be applicable (i.e. the Service Corridors);
- Specify required consent for constructing, maintaining, operating, repairing and removing Freedom Mobile's equipment, and define the scope of the City's consent;
- Require Freedom Mobile to pay causal¹ costs to the City;
- Define the conditions which Freedom Mobile may carry out work;
- Enable the City to have access to information about Freedom Mobile equipment;
- Specify cost allocations for Freedom Mobile equipment to be relocated as a result of any municipal and third party projects;
- Minimize the City's liability due to Freedom Mobile'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 Freedom Mobile to assume environmental liability for any hazardous substances that they bring to or cause to be brought to the Service Corridors;
- Identify the insurance requirements Freedom Mobile must maintain; and
- Include mutual indemnity clauses.

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

Financial Impact

None.

Conclusion

A Municipal Access Agreement between the City and Freedom Mobile will allow the City to better manage and regulate the installation and presence of Freedom Mobile equipment within the City's Service Corridors. 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