

ITEM 2

MANAGER'S REPORT NO. 48

COUNCIL MEETING July 31/72

2. Re: Agreement between B. C. Telephone Company and  
District of Burraby,  
4-way flashing light at intersection Royal Oak Avenue  
and Gilpin - Moscrop Streets
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The Engineer advises that in order to install a 4-way flashing red light at the intersection of Royal Oak Avenue and Gilpin - Moscrop Streets, that he wishes to use a B.C. Telephone Company pole on the northwest corner of the intersection.

To do this the Municipality must enter into an Agreement with the B.C. Telephone Company.

Attached is a copy of the Agreement that the Telephone Company has prepared and forwarded to us for signature. The Municipal Solicitor has checked it as to form and approved of it. We think that it could have been better drawn but we feel that it will suffice. This is the usual type of Agreement that we are required to sign when we use one of the utilities' facilities.

The Engineer has asked for authority to have the Agreement executed.

RECOMMENDATION:

THAT authority be given to execute the Agreement between the B.C. Telephone Company and the Municipality to permit the Municipality to use the company's overhead facilities for the installation of a 4-way flashing red light at the intersection of Royal Oak Avenue and Gilpin - Moscrop Street.

## AGREEMENT - PERMIT FOR THE USE OF OVERHEAD FACILITIES

1972

For and in consideration of an annual rental of ONE DOLLAR (\$1.00) payable annually in advance, during the term of this agreement commencing September 1st, 1972 for a period of ONE (1) YEAR and continuing thereafter subject to cancellation upon ninety (90) days' written notice from one party to the other, BRITISH COLUMBIA TELEPHONE COMPANY, hereinafter referred to as the "Licensor" does hereby grant to THE CORPORATION OF THE DISTRICT OF BURNABY, 4949 Canada Way, Burnaby, B.C., hereinafter referred to as the "Licensee" permission to attach a spanwire supported flashing warning beacon to one (1) telephone pole, hereinafter referred to as "the facilities" of the Licensor, located in Burnaby, as detailed in the attached letter.

It is understood and agreed that the use of the said telephone pole shall be subject to the following terms and conditions:-

1. The Licensee shall pay to the Licensor, rental at the annual rate as shown above.
2. Attachments shall be used in accordance with the regulations, standard practices and standard specifications of the Licensor, and shall not conflict with the use of the plant of the Licensor. Any adjustments of plant of the Licensor necessary for the Licensee's use of these facilities shall be paid for by the Licensee.
3. The position of the attachment shall be located above the existing telephone cables so as not to impede or interfere with the Licensor's personnel when climbing the telephone pole on which the attachment is placed.
4. The Licensee shall not assign, transfer or sublet any of the privileges described in this permit without the consent in writing of the Licensor.
5. Nothing herein contained shall be construed to confer upon the Licensee any rights of property in the plant facilities of the Licensor, or as a guarantee to the Licensee of permission from municipal authorities to use the plant facilities.

6. The Licensee shall not interfere with nor disturb the plant facilities of the Licensor unless permission in writing is first obtained.
7. The Licensee shall indemnify and save harmless the Licensor against any and all damages or loss that may result to the equipment or property owned or used by the Licensor and from and against any and all legal and other expenses, claims, costs, losses, suits, judgments for damages or injuries arising to persons or property or in any other manner by reason of the use or maintenance by the Licensee of the plant facilities hereunder or by reason of the acts or negligence of the agents or employees of the Licensee while engaged in the work of placing, maintaining, renewing or removing the plant facilities hereunder.
8. The Licensee further waives any and all claims for loss or damage of any kind or nature to its property or equipment resulting from, or by reason of, the exercise of the rights herein granted, and no liability shall inure to the Licensor by reason thereof.

BRITISH COLUMBIA TELEPHONE  
COMPANY

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Vice-President

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Assistant SecretaryTHE CORPORATION OF THE DISTRICT  
OF BURNABY