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Via CRTC Website

January 19, 2021

Mr. Claude Doucet
Canadian Radio-Television and Telecommunications Commission
(**CRTC or Commission**)
Ottawa, ON K1A 0N2

Dear Mr. Doucet:

**RE: Telecom Notice of Consultation CRTC 2020-366-1 (the Notice)
BC Hydro Reply to Interventions**

1. BC Hydro writes in reply to the submissions filed by other interveners in this proceeding in accordance with the Notice.
2. As with BC Hydro's intervention filed on December 18, 2020, BC Hydro relies on the submissions made by the Canadian Electricity Association (**CEA**) and this reply is intended to supplement CEA's submissions. In particular, BC Hydro's comments are focused on the submissions made by Shaw Cablesystems G.P. (**Shaw**), given that some of them concern the manner in which BC Hydro and TELUS share many poles in British Columbia. BC Hydro also responds to certain submissions of Rogers Communications Canada Inc. (**Rogers**).
3. Please note that, if we have not replied directly to an intervenor submission, it should not be assumed that BC Hydro agrees with that submission.

The Commission Cannot and Should Not Direct Changes to the Joint Ownership and Use Agreement

4. In paragraph 95 of its submission, Shaw states, in part:

"In the case where the poles are co-owned by a carrier and a utility, such as the arrangement between Telus and BC Hydro, the Commission should order such carriers to amend their joint use agreement with the utilities to bring the carrier's licensees into the arrangement for the purposes of planning, coordination and the establishment of standards and procedures to facilitate all communications attachments to the poles, regardless of where on the pole (either the telecom space of the carrier or the telecom space of the utility) communications attachments are being made..."

5. The joint ownership arrangement between BC Hydro and TELUS (**JOUA**) allows for TELUS and BC Hydro to each license their respective telecommunication space to other carriers. The Commission does not have the authority to direct BC Hydro to accept amendments to the JOUA. While BC Hydro is not necessarily opposed to amending the JOUA, any amendments must, at a minimum, be consistent with BC Hydro's statutory obligations, including providing our customers with electricity service that is in all respects adequate, safe, efficient, just and reasonable.¹ BC Hydro sets standards for the poles and BC Hydro must retain full control over that process under the JOUA to ensure the safe and efficient management of those poles.

BC Hydro Supports Steps to Improve Communication and Visibility

6. In paragraph 96 of its submission, Shaw states:

“Currently, Telus and BC Hydro coordinate between themselves regarding licensee attachments to the Telus space on the poles. However, licensees such as Shaw are provided no visibility into that coordination. To the best of our knowledge, make-ready work that needs to be completed by BC Hydro is a common delay problem. Pursuant to process requirements between Telus and BC Hydro (which we do not have insight into), we are not allowed to engage BC Hydro directly on the delays and so we must rely on Telus for any status updates.”

7. Concerns regarding potential delays related to make ready work that needs to be completed by BC Hydro (when such work is requested by TELUS), have only recently been brought to BC Hydro's attention. BC Hydro is implementing process improvements to reduce any potential delays and is committed to a more transparent communication process. Currently, BC Hydro is not contacted by TELUS until a cost estimate is requested for a specific make ready request. BC Hydro supports any opportunities to be involved much earlier in the process and also welcomes any opportunity to have three-way communication between the TELUS licensee, TELUS and BC Hydro to facilitate timely resolutions to any potential schedule delays.

¹ Refer to BC Hydro's intervention in this proceeding at paragraph 5.

The JOUA's Cost Treatment of Moves is Fair and Reasonable

8. In paragraph 97 of its submission, Shaw states:

“Shaw does not have visibility to the operational and technical arrangements between Telus and BC Hydro but examples of potential preferential treatment for Telus include situations where Telus has placed drops or distribution facilities in the BC Hydro third-party telecom space and when Shaw applies to BC Hydro to use that space, Shaw is required to pay Telus' costs to move its facilities back into the Telus space where they should have been attached in the first place.”

9. Distribution poles typically last for approximately 50 years and, in some cases, longer. The arrangement between BC Hydro and TELUS allows for the modification of poles during their lifespan. Among other things, these modifications can be undertaken to support the addition of licensee equipment.
10. In previous versions of the JOUA, the BC Hydro telecommunication space has been an option that may be elected by BC Hydro for each pole, as opposed to being a specific space on each pole by default. Historically, allowances were not always made for this additional space at the time of construction as it was not expected to ever be utilized. BC Hydro does not have records of which specific poles it may have elected to allocate this space on historically, nor do we have records of which specific poles were modified to add equipment (e.g., addition of secondary voltage, or addition of transformation) during the life of the pole, which may have “used up” this previously available but unused space. Accordingly, it is not a simple exercise to determine whether TELUS equipment is mounted in an incorrect location, as asserted by Shaw, or was correctly mounted as per the JOUA.
11. Currently, BC Hydro is allotted an 8 inch telecommunication space on each pole that is constructed; however, BC Hydro may still add equipment not contemplated at the time of construction if necessary to serve its electric customers.
12. Considering all of the above, BC Hydro believes that the cost treatment included in the JOUA is fair and reasonable and that the new applicant should pay the costs for TELUS to “move” its plant down, provided there is sufficient space for them to do so safely.

Early Engagement Can Improve Communication and Expedite Work

13. In paragraph 130 of its submission, Shaw states:

“A good example of how oversight can motivate parties to collaborate and resolve issues relating to mandated access to public good services can be found in the Government of British Columbia's recent willingness to assist Shaw in addressing delays in support structure access from Telus and BC Hydro. The collaboration between the Government of BC and the Government of Canada in the Connect to Innovate/Connecting BC programs provided funding to Shaw to extend its fibre transport facilities from Whistler, BC, to Cache Creek, BC. During the project,

Shaw ran into significant delays with both Telus and BC Hydro with respect to permitting and make-ready work. As the Government of BC was keen to see the project move ahead in a timely manner, it stepped in and called all the parties together to discuss the delays and to find ways to move the project forward. Telus and BC Hydro have responded by sharing information about the coordination required between them on the project and have taken steps to expedite design work that had been delayed. The Government of BC continues to host conference calls with all the parties on a regular schedule and Telus and BC Hydro have made commitments to meet target deadlines to move the project forward.”

14. BC Hydro agrees that, in the instance referenced by Shaw, the increased communication facilitated by the Government of B.C. was helpful in moving this large, complex project forward. Upon learning of its role in the delays experienced on this project, BC Hydro proactively addressed schedule concerns raised by Shaw and Bell. This instance also prompted BC Hydro and TELUS to review our respective processes and begin to implement improvements. As stated in paragraph 7 above, BC Hydro supports any opportunities to be involved earlier in the process so that any complicating factors are identified early and are reflected in the program schedule. BC Hydro also welcomes the opportunity to have clear and transparent communication between all three parties (i.e., the TELUS licensee, TELUS, and BC Hydro).

Additional Oversight is Not Necessary

15. In paragraph 131 of its submission, Shaw states:

“Unfortunately, Shaw’s experience over many years is that unless there is some form of authoritative oversight in place, access to Telus support structures will continue to be frustrated.”

16. BC Hydro does not believe additional “authoritative oversight” over TELUS is necessary for TELUS’ licensees to gain access to the space allocated to TELUS on its support structures that are shared with BC Hydro. Rather, all parties involved in the make ready process should take steps to better coordinate and communicate with each other. As discussed above, BC Hydro is prepared to work directly with TELUS and any TELUS licensee to ensure a transparent, timely process is followed for make ready work.

Space Allocation is Not the Primary Purpose of the JOUA

17. In paragraph 82 of its submission, Rogers states:

“Rogers understands that the central premise of the joint use arrangements between the ILECs and electrical utilities, is that the communications space on a joint use pole would be available for use by the ILEC, and the electrical space on a joint use pole would be available for use by the electrical utility. On the basis of this space allocation, the ILEC and electrical utility have agreed to split the ownership of joint use

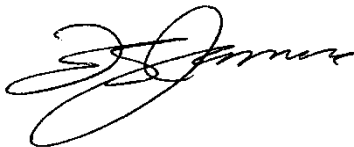
poles or to split ownership of each pole and to provide access to the communications space and electrical space respectively on each other's joint use poles at no charge. As the joint use arrangements and resulting ownership splits are not premised on ILEC use of the electrical space on these poles, there is no apparent reason for any ILEC involvement in access to the electrical space. In the circumstances, the sole reason for ILEC involvement in access to the electrical space would appear to be for purposes of obtaining preferential access and interfering with access by its competitors. This would be contrary to the undue preference provision in section 27(2) of the *Telecommunications Act* and should not be allowed."

18. BC Hydro does not agree that the primary purpose of joint use arrangements is to allocate space on poles. In BC Hydro's submission, the primary purpose of the JOUA is to efficiently share capital and operating/maintenance costs between BC Hydro and TELUS, avoid duplicative infrastructure, and to maintain good working relationships with key external stakeholders.

Rogers Maximum Make Ready Work Timelines Are Not Achievable or Realistic if Electric Utility Involvement is Required

19. In paragraphs 31 to 33 of its submission, Rogers makes submissions with regard to maximum make ready work timelines.
20. BC Hydro takes no position on the recommended timelines for make-ready work that does not require the involvement of electric utilities. However, for make ready work that requires support from electric utilities, the timelines put forward by Rogers are not achievable or realistic, for the reasons explained in paragraph 12 of BC Hydro's intervention filed on December 18, 2020.
21. For further information, please contact Chris Sandve at 604-974-4641 or by email at bchydroregulatorygroup@bchydro.com.

Yours sincerely,



Fred James
Chief Regulatory Officer

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