

**STAFF REPORT: Recreation Infrastructure and Recreation Committee**



**REPORT TO:** Infrastructure and Recreation Committee  
**MEETING DATE:** February 23, 2010  
**REPORT NO.:** DOR 10 16  
**SUBJECT:** Bell Canada Land Use Agreement Renewal  
**PREPARED BY:** Shawn Everitt  
Director of Recreation

**A. Recommendations**

THAT Council receive Staff Report DOR 10 16 "Bell Canada Land Use Agreement Renewal" and

THAT Council authorize the Mayor and Clerk to execute the Agreement Renewal for the Occupation of the Georgian Trail for Fibre optic cable and any necessary appurtenant fixtures from Long Point Road to Peasemars Conservation Area upon recommendation by the Town Solicitor and the Director of Recreation; and

THAT Council accept as negotiated with Bell Canada, funding of \$3500.00 per year paid in advance for the Occupation of the Georgian Trail for Fibre optic cable and any necessary appurtenant fixtures from Long Point Road to Peasemars Conservation Area.

**B. Background**

In 1990 the Corporation of the Township of Collingwood and Bell Canada entered into a 20 year agreement for the installation and occupation of fibre optic cable and any necessary appurtenant fixtures. The first 20 years of the agreement required Bell Canada to pay \$2,000.00 per year with an advanced payment of \$40,000.00.

The 20 year agreement expires on April 26, 2010. Bell Canada requested that the agreement be renewed with another 20 year term. Bell Canada proposed to increase the payment to \$3,047.00 per year or an advanced payment of \$60,940.00.

Town staff was successful in negotiating an increase to \$3,500.00 per year with an advanced payment of \$70,000.00. Bell Canada also requests Council's consideration in granting Bell Canada the option of renewing this agreement for a further 20 years beyond this second term.

Funding for an engineering study for the Thornbury Trestle Bridge as well as enhanced trail connection to the Town Hall site have been identified as two potential projects that the funding could be allocated towards.

### **C. The Blue Mountains' Strategic Plan**

- Addressing the Town's municipal infrastructure needs
- Preserving and enhancing natural and environmental features, and cultural heritage of the community
- Supporting the development of social and recreational programs to meet the broad range of needs in the community

### **D. Environmental Impacts**

Improvements to the Georgian Trail as well as maintenance and repair to Trail infrastructure to provide safe active transportation opportunities.

### **E. Budget Impact**

- a) . as proposed by Bell Canada
  - \$3047.00 per year for 20 years or
  - \$60,940.00 paid in advance
- b) as presented in this Report
  - \$3,500.00 per year for 20 years
  - \$70,000.00 paid in advance

Funding to be allocated to a Future Trail Reserve fund for future trail works.

### **F. Attached**

- 1) Bell Canada Correspondence

Respectfully submitted,

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Signature

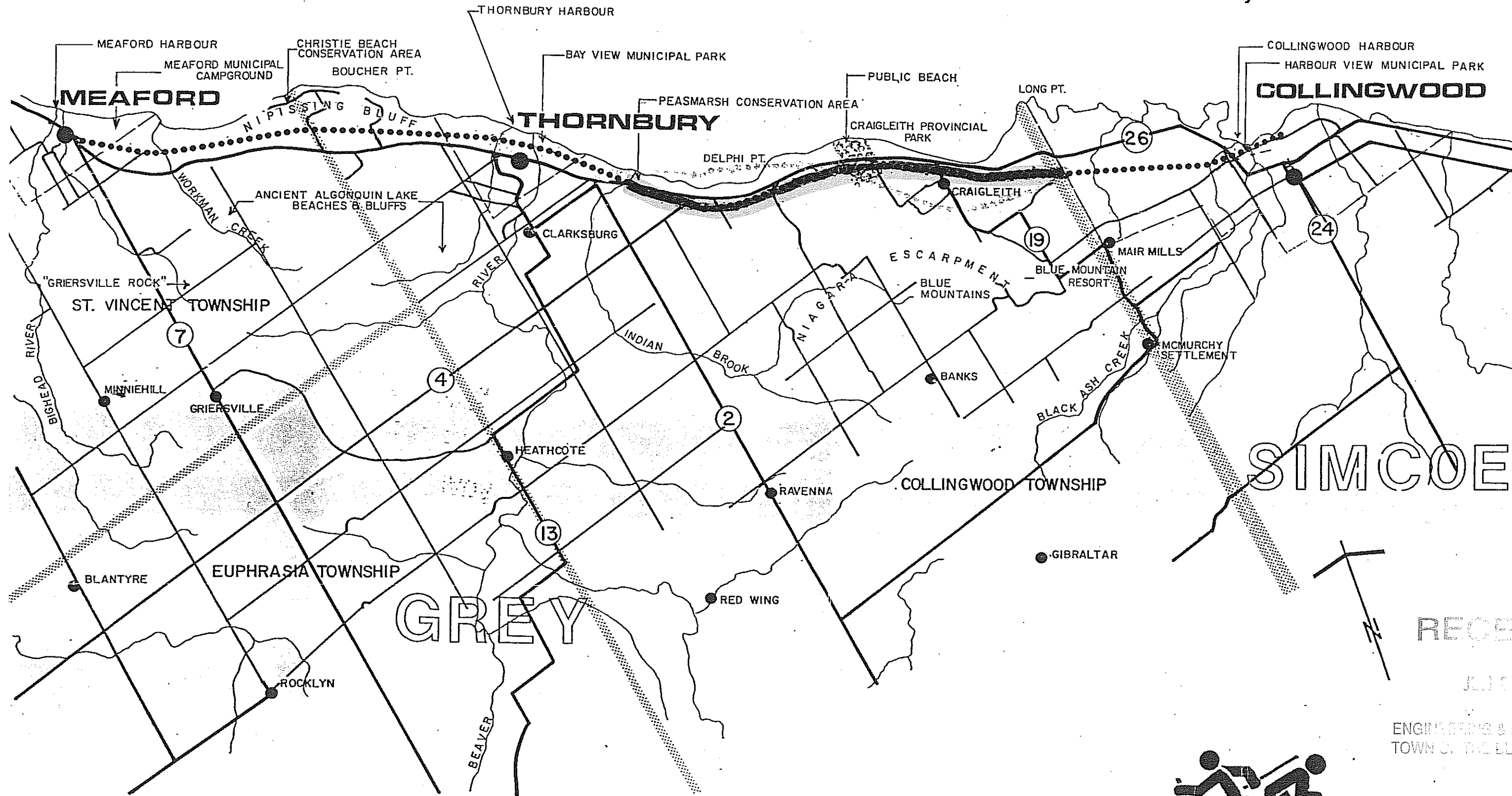
For more information, please contact:

Shawn Everitt, Director of Recreation  
severitt@thebluemountainins.ca  
519-599-3131 ext 281

GEORGIAN BAY

Figure 1.1

Location of the Study Area



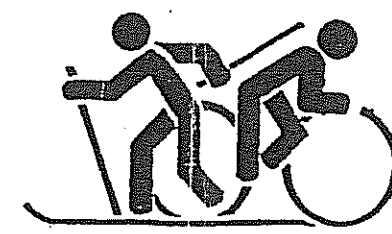
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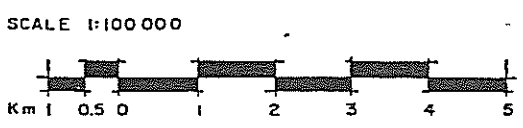
RECEIVED

JUL 01 2009

ENGINEERING & PUBLIC WORKS  
TOWN OF THE BLUE MOUNTAINS



GEORGIAN TRAIL



**LEGEND**  
 ..... LOCATION OF PROPOSED GEORGIAN TRAIL (EXISTING C.N.R. LINE)

RECEIVED

JUN 01 2009



Right of Way  
2<sup>nd</sup> Floor, 136 Bayfield St.  
Barrie, Ontario  
L4M 3B1

ENGINEERING & PUBLIC WORKS  
TOWN OF THE BLUE MOUNTAINS

Tel: 1-800-689-4430  
Fax: 705-722-2263

May 20, 2009

RECEIVED  
MAY 27 2009

The Town of The Blue Mountains  
P.O. Box 310  
26 Bridge St., E.  
Thornbury, Ontario  
N0H 2P0

Attention: Stephen Keast

**Subject: Agreement Renewal for the Occupation of the Georgian Trail From Long Point Road to the Peasmarsh Conservation Area – Our File N232**

Dear Sir,

Kindly accept this letter as Bell Canada's confirmation of its intention to renew the above noted Agreement for an additional 20 year term as provided for in the original Letter of Agreement subject to giving written notice to the Township of Collingwood now being The Town of the Blue Mountains.

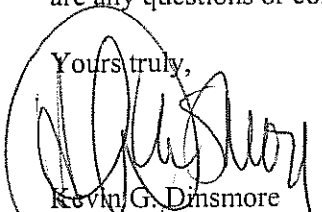
Please find enclosed a copy of said Agreement as well as a sketch illustrating the route of the occupation. Bell Canada originally paid consideration in the amount of \$2000/year with an advanced payment of \$40,000 for the first 20 year term which expires on April 26th, 2010.

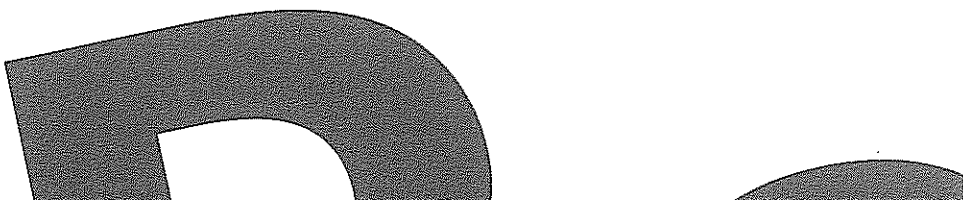
In order to adjust value, we have applied CPI to the original amount of consideration paid as per the enclosed schedule which would increase the annual fee to \$3047/year or an advanced payment of \$60,940 for the second 20 year term commencing on April 26th, 2010.

Bell Canada also requests Council's consideration in granting Bell Canada the option of renewing this agreement for a further 20 years beyond this second term.

We hope this proposal meets with Council's approval and we look forward to your reply. If there are any questions or concerns, please do not hesitate to call.

Yours truly,

  
Kevin G. Dinsmore  
Right of Way Manager  
Encl.



Bell Canada

P21966

D.P. Facilities  
945 3rd Ave. E.  
Floor 1  
Owen Sound, Ontario  
N4K 2K8

**Bell**

1990-04-26

The Corporation of the  
Township of Collingwood  
P.O. Box 40  
Clarksburg, Ontario  
L9Y 3Z5

Dear Sirs:

Re: Former C.N.R. Line  
Proposed Georgian Trail

This letter will summarize the agreement for the use by Bell Canada of the former C.N.R. railway line from Long Point Road to Highway 26 near Indian Brook as shown coloured in red on the attached plan.

The Township of Collingwood owns this former C.N.R. railway line between these locations. The railway tracks have been removed.

Bell Canada shall be permitted once this agreement is signed, in consideration of the payment of \$40 000.00 to the Township of Collingwood, to place under-ground cable facilities in the middle of this abandoned railway line between these locations.

The Bell Canada facilities shall be composed of a fibre optic cable and any necessary appurtenant fixtures. Such fixtures may also be placed above-ground, however, above-ground fixtures such as splice enclosures shall be located near the edges of the right of way and their locations shall be subject to the approval of the Township. Such approval not to be unreasonably withheld.

The cable will be placed at a minimum depth of 30 inches except if bed-rock is encountered in which case the cable shall be placed on the bed-rock with cement enclosure.

Bell Canada shall at its own expense dig out the old culverts which it encounters and install new culverts in their place, which new culverts will be supplied by the Township at its expense.

Bell Canada shall have the right to inspect, maintain, repair, renew or replace underground cables for a period of twenty (20) years commencing from the date of this letter. Bell Canada may renew this agreement for a further period of twenty (20) years upon the expiry of the initial term by giving written notice to the Clerk of the Township of Collingwood. Upon such renewal being made both parties shall review the operations being carried on by Bell Canada under this agreement and Bell Canada shall reasonably modify the manner of the carrying out of any operations which are negatively affecting the Township of Collingwood.

Bell Canada may add additional underground telecommunication cables after the initial installation provided it has first notified the Township of Collingwood and obtained its consent, such consent not to be unreasonably withheld.

Upon Bell Canada placing the initial cable and associated facilities or any additional underground telecommunication cables or related facilities; or upon Bell Canada performing any subsequent repair, maintenance, replacement or any other associated works, Bell Canada shall re-instate all Georgian Trail lands affected to a condition found at the time of placement or repair, etc., to the Townships satisfaction.

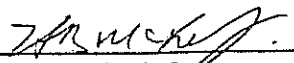
Bell Canada acknowledges that the Township shall be using this property for recreational purposes, such as a hiking, cycling and skiing trail and therefore the Township may pave the trail with asphalt once the initial Bell Canada installation is complete. The Township shall not interfere with Bell Canada's installation and maintenance, repair, replacement of its underground facilities.

In the event that the Township should sell the property or any part thereof it shall have the purchaser enter into the same agreement with Bell Canada.

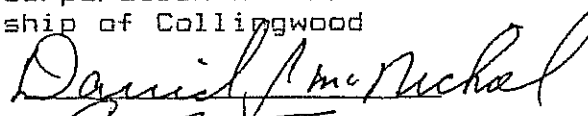
If you are in agreement with the foregoing provisions, please signify your agreement by signing the enclosed copy of this letter and returning the same to us.

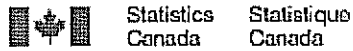
Yours very truly,

Bell Canada

Per:   
H.B. McKelvey  
Sect. Mgr. O.P.F

Agreed to  
The Corporation of the  
Township of Collingwood

Per:  REEVE  
Clerk



Canada

[Home](#) > [Summary tables](#) >

Related tables: [Consumer price indexes](#).

### Consumer Price Index, historical summary (1989 to 2008)

Year	All-items	Change from previous year
	2002=100	
1989	74.8	5.1
1990	78.4	4.8
1991	82.8	5.6
1992	84.0	1.4
1993	85.6	1.9
1994	85.7	0.1
1995	87.6	2.2
1996	88.9	1.5
1997	90.4	1.7
1998	91.3	1.0
1999	92.9	1.8
2000	95.4	2.7
2001	97.8	2.5
2002	100.0	2.2
2003	102.8	2.8
2004	104.7	1.8
2005	107.0	2.2
2006	109.1	2.0
2007	111.5	2.2
2008	114.1	2.3

Note: Annual average indexes are obtained by averaging the indexes for the 12 months of the calendar year.

Source: Statistics Canada, CANSIM, table (for fee) [326-0021](#) and Catalogue nos. [62-001-X](#), [62-010-X](#) and [62-557-X](#).

Last modified: 2009-04-13.

[Find information](#) related to this table (CANSIM table(s); Definitions, data sources and methods; *The Daily*; publications; and related