



GLEN SCHNARR & ASSOCIATES INC.
URBAN & REGIONAL PLANNERS, LAND DEVELOPMENT CONSULTANTS

PARTNERS:

GLEN SCHNARR, MCIP, RPP

GLEN BROLL, MCIP, RPP

COLIN CHUNG, MCIP, RPP

JIM LEVAC, MCIP, RPP

October 8, 2020

Refer to file: 400-001

Town of Caledon
6311 Old Church Road
Caledon, ON L7C 1J6

Attention: Mayor Allan Thompson

**Re: Satisfaction of High-Speed Internet Commitment and
Proposed Ubiquitous WiFi System
Mayfield West Phase 2 Secondary Plan**

As required to satisfy Sections 16 and 17 of the Development Charge Credit and Financial Agreement (2015) in relation to the provision of high-speed internet and ubiquitous WiFi for the Mayfield West Phase 2 Secondary Plan, please accept our letter, herein, as confirmation that:

1. All development within the Mayfield West Phase 2 Community will have fibre optic cable running along the public infrastructure works and internal works and to each dwelling unit and building, providing residents and businesses access to high-speed internet; and
2. The Landowner Group has made commercially reasonable best efforts to facilitate the installation and construction of information technology and communications infrastructure required to deliver ubiquitous internet via wireless technology (WiFi) throughout the Community, while maintaining a high standard of telecommunication service within the Community through conventional providers including both Bell and Rogers and the avoidance of exclusivity of provider(s). The owners have used their commercially reasonable best efforts to source a service provider to provide ubiquitous Wi-Fi internet services to residents and businesses within the Community at no additional cost to the residents, businesses, or the Town of Caledon.

High-Speed Internet

As confirmation that the Mayfield West Phase 2 Community will have fibre optic cable throughout and to each building, we enclose email correspondence from Bell and Rogers confirming the provision of fibre-to-home service. See Attachments 1 and 2.

Ubiquitous WiFi

As confirmation that the Landowner Group has made commercially reasonable best efforts to deliver ubiquitous WiFi internet service to the Mayfield West Phase 2 Community at no cost to residents, businesses and the Town, we provide a chronology of events as follows:

10 KINGSBRIDGE GARDEN CIRCLE
SUITE 700
MISSISSAUGA, ONTARIO
L5R 3K6
TEL (905) 568-8888
FAX (905) 568-8894
www.gsai.ca



| Date | Activity |
|---------------------|---|
| Jan 2016 | Representatives of the Landowner Group meet with 3 rd party telecommunication provider (Frontline) to explore implementation of free Ubiquitous WiFi in MW2. |
| Jan – Nov 2016 | Landowner Group explores opportunities with Bell and Rogers for the provision of free Ubiquitous WiFi in MW2. |
| Nov 2016 | Landowner Group obtains confirmation from both Bell and Rogers that the provision of <u>free</u> ubiquitous WiFi is not possible. |
| Feb 2017 | Landowner Group return to Bell / Rogers to explore alternative business models to allow for free ubiquitous WiFi. No resolution. |
| May 2017 | Town coordinates meeting with Landowner Group and 3 rd party telecommunication provider (Frontline) to continue exploration of free Ubiquitous WiFi. |
| Mar 2018 | Landowner Group retains Hutchison Management to coordinate a Request for Interest / Proposal (RFI/RFP) for the provision of free Ubiquitous WiFi in MW2. |
| Jun 2018 | RFI / RFP to source a Ubiquitous WiFi provider is placed on online bidding platform and sent directly to various telecommunication companies. |
| July 2018 | RFI / RFP Information Session is held for interested parties. |
| Aug 2018 | Landowner Group receives 1 response to the RFP from Frontline. |
| Aug 2018 – Mar 2019 | Landowner Group works with Frontline to clarify and refine proposal for free Ubiquitous WiFi. |
| Mar 2019 | Landowner Group contacts Rogers and Bell again to explore provision of Ubiquitous WiFi. |
| April 2019 | Landowner Group meets with Rogers representatives for provision of fee-based Ubiquitous WiFi. |
| June 2019 | Frontline withdraws interest in provision of Ubiquitous WiFi; |
| August 2019 | Landowner Group meets with Bell representatives for provision of Ubiquitous WiFi. |
| Sep 2019 | Bell withdraws interest in working with Landowner Group for provision of Ubiquitous WiFi. |
| Oct – Nov 2019 | Landowner Group explores opportunities with Solutions Inc. / Rogers / Bosch for partnership models to implement free Ubiquitous WiFi; No resolution. |
| Dec 2019 - Mar 2020 | Landowner Group continues to work with Rogers to clarify / refine proposal for fee-based Ubiquitous WiFi. |
| Mar – Aug 2020 | Landowners hold technical meetings with Rogers, continue to clarify and refine WiFi proposal with Rogers, obtain Letter of Confirmation, and initiate preparation of formal Contract; |
| Sep 2020 | Landowners and Rogers prepare and execute a Statement of Principles for finalizing a formal Contract. |



As summarized in the chronology above, the Landowner Group was not successful in securing Ubiquitous WiFi Internet at no cost. Alternatively, the Landowner Group has secured a fee-based Ubiquitous WiFi system proposal from Rogers Communications Inc. for the Town's consideration. The executed Statement of Principles between the Landowner Group and Rogers is enclosed as Attachment 3. As noted within the Principles, the Landowner Group is providing for the installation and construction of the information technology and communications infrastructure required to deliver Ubiquitous WiFi throughout the community at no cost to the residents or Town. This also includes covering the first 5 years of operating costs for the residents and Town of Caledon.

Proposed Community-wide Ubiquitous WiFi System

The Community-wide Ubiquitous WiFi Proposal is summarized as follows:

Proposed System:

- Rogers-owned and operated Ubiquitous Community WiFi network and infrastructure;
- WiFi antennas and electronics (WiFi equipment) concealed within streetlight luminaires and/or mounted on streetlight poles;
- WiFi equipment to be installed as homes are constructed (subject to developer schedules) ensuring that WiFi coverage is activated as homes are occupied in the applicable phases;
- Any WiFi equipment in a streetlight luminaire will be serviced by 6 strands of fibre-optic lines internal to the streetlight pole;
- Every WiFi-connected streetlight luminaire to be connected/consolidated into Network Access Points (NAPs) mounted on concrete pads (within the public boulevards);
- Each NAP is connected to one Consolidation Point (CP) within each developer subdivision;
- All CPs (approximately nine), to connect to one central MDF (Main Distribution Frame), within the Mayfield West Phase 2 Community;
- Dedicated 100 Mbps Fibre Internet Circuit – burstable to 1G on demand.

Requirements from the Town:

1. Confirm intent to accept and fund WiFi system operation and maintenance upon developer turnover;
2. Confirm approval for WiFi equipment to be installed in or mounted on Town-owned streetlight luminaires and/or poles;
3. Payment of electricity costs for powering all WiFi equipment upon developer turnover;
4. Responsibility for streetlight luminaire replacement (as part of typical streetlight maintenance) with required WiFi attachment apertures; and
5. Identify location for 10 X 15 ft room/structure for the Main Distribution Frame (MDF)



Cost to Landowners Group

- | | |
|--|-------------------|
| A. Supply and Installation..... | \$747,100.00 |
| B. First 5 years of monitoring, management, maintenance and internet connection..... | \$2,500 per month |

Cost to Rogers

- | | |
|--|-------------------|
| C. System management, maintenance services, and miscellaneous items. Includes equipment/electronic and antenna issues and equipment replacement after warranty expiration..... | \$2,400 per month |
|--|-------------------|

Cost to Town

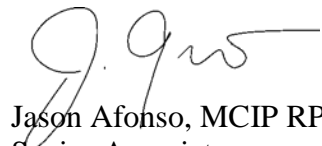
- | | |
|--|--|
| D. Ongoing system monitoring, management, maintenance and internet connection upon developer turnover..... | Approximately \$5,500 per month. (estimated) |
|--|--|

We trust this letter will satisfy the high-speed internet and ubiquitous WiFi commitments of the Development Charge Credit and Financial Agreement and allow for the clearance of subdivision registrations in this regard. Provided Council approves the proposed Ubiquitous WiFi system, we look forward to working with the Town in collaboration with Rogers to finalize any required contracts and to implement the technology.

Please feel free to contact the undersigned if you have any questions or require anything further.

Yours very truly,

GLEN SCHNARR & ASSOCIATES INC.



Jason Afonso, MCIP RPP
Senior Associate
Encl.

- c. Local and Regional Councillors, Town of Caledon
F. Wong, Chief Financial Officer, Town of Caledon
S. Kirkwood, Chief Planner, Town of Caledon
S. McVittie, Acting Manager, Development
E. Britnell, Manager, Information Technology
MW2 Landowners Group

Jason Afonso

Subject: FW: Mayfield West 2 Community

From: St-Pierre, Jason (P002653) [<mailto:jason.st-pierre@bell.ca>]
Sent: September-25-15 12:13 PM
To: Mark Gayowsky
Cc: Magwood, Daniel G (N305958)
Subject: RE: Mayfield West 2 Community

Good Morning Mark,

It is Bell's intentions to serve these new Greenfield Subdivisions with our Fibre To The Home technology when the project is ready to go. This will include triple play services of broadband, voice and TV services on this new fibre optic network.

If you require any more information please feel free to give me a call.

Thank you



Jason St.Pierre
Senior Manager Network Provisioning
Phone: 613-293-0703
jason.st-pierre@bell.ca

Jason Afonso

Subject: FW: ISP Providers Contact Information - discussion with Rogers

From: Rich Young [<mailto:Rich.Young@rci.rogers.com>]

Sent: September-25-15 10:34 AM

To: Mark Gayowsky; Ralph vonEppinghoven; David Ruskin

Cc: Robert Vandenberg

Subject: RE: ISP Providers Contact Information - discussion with Rogers

Hi Mark

My apologies for not getting back to you earlier. Rogers will be servicing the Mayfield West 2 community with Fibre to the Home. If you have any questions or concerns please call me at your convenience.

Thank you

Rich Young

Rich Young

Sales Manager, New Construction

Major Accounts

855 York Mills Rd

Don Mills, ON M3B1Z1

rich.young@rci.rogers.com

o (416) 446-7193 m (416) 417-5611



R2

**Statement of Principles for the Supply and Installation of a Public WiFi System
Mayfield West Phase 2 Community, Town of Caledon**

August 27, 2020

Between:

**Rogers Communications Canada Inc.
("Rogers")**

- and -

**Mayfield Station Landowners Group Inc.
("MSLGI")**

This Statement of Principles is non-binding and establishes the operational and financial principles, between Rogers and MSLGI, (collectively the "Parties"), and contemplates the Parties' respective roles and responsibilities in the event that a definitive agreement is concluded.

Rogers

1. Pays and arranges for all hard and soft components associated with the ubiquitous WiFi system (includes: supply / installation of antennas, fiber, media converters, NAPS, other system connection points and extending it to the Community Center, etc. and pulls it all together (i.e. design, site coordination during installation, during manufacturing or pole installation, as required, pole coring / brackets, wire for power, functioning tests).
2. Maintains the system for 5 years from the date of initial operation. If MSLGI (or it designates) -cause damage to any component of the system during construction, Rogers will conduct the necessary repairs and invoice MSLGI for the cost of the repairs/replacement. If such repairs to the system falter, for reasons not caused by MSLGI or parties for whom it is responsible, Rogers shall be responsible to return the system to its operable condition.
3. Maintains Ubiquitous Wi-Fi software, electronics and transmissions.

Notes:

- Items 1 and 2 (above) are covered by the Fixed Network for Business Non-Recurring Charges of \$747,159 paid by owners.
- Item 3 (above) is covered by an additional \$2,500 monthly charge to MSLGI. MSLGI will continue to fund the monthly charge until the municipality's first assumption of a plan of subdivision within

the Community. The monthly charge shall be paid by MSLGI for a period of 5 years (\$150,000) and may be extended subject to the timing of subdivision assumptions.

MSLGI

4. Pays and arranges for typical subdivision supply and installation of trench work and infrastructure (trenching, ducts, power, poles/ luminaires, etc.), as per the typical joint use trench subdivision costs associated in the Hydro and Streetlight installation contracts. Rogers shall ensure the WiFi component is incorporated into this arrangement.
5. Pays the Fixed Network for Business Non-Recurring Charge of \$747,159 once the system is up and running, pro-rata, based on the completion of each subdivision. MSLGI will consider partial pre-payment (if necessary) upon receiving confirmation of a technically operational system. Rogers shall proceed to bill, as work is completed, and MSLGI will holdback typical contract amounts until the work is deemed substantially complete.
6. Pays \$2,500 per month, commencing once the municipality issues Preliminary Acceptance for the relevant subdivision. The operation of the system shall be perfected at least one month prior to the first occupancy within the respective plan of subdivision to ensure satisfactory operation for the first resident.
7. Pays for a temporary mobile site trailer (rental / purchase to be discussed) and insurance until such time as the community center is constructed and capable of housing the ubiquitous WiFi system or until such time as the monitoring and maintenance of the system becomes the responsibility of the Town of Caledon, whichever occurs first.

Notes:

- All network components required to be housed in the Community Center shall be supplied and installed by Rogers.
- Rogers will pay for the initial installation in the temporary mobile site trailer (to be located in close proximity to the future community center).
- MSLGI will pay for costs associated with disconnections from the temporary location and reconnection to the permanent site to be located in the Community Center.

Town of Caledon

8. Pays \$2,500 per month to Rogers and assumes responsibility for ongoing system monitoring and management or structures an alternate deal with Rogers starting 1 month after the first subdivision assumption.
9. Pays \$2,600 per month to Rogers for customer service purposes or structures an alternate deal with Rogers (or other) starting 1 month after the first subdivision assumption.

10. Structures a Mayfield West-specific nominal resident maintenance tax levy for Ubiquitous WiFi system or arranges other deal with other providers, in future.

Note: The Parties will enter into a Master Enterprise Customer Agreement including product quotation and Statement of Work in accordance with the above principles and which will address respective responsibilities and the liabilities for each party.

IN WITNESS WHEREOF each of the Parties hereto have executed this Statement of Principles:

Rogers Communications Canada Inc.



Name: Chris Long

Position: VP, Ontario Sales GTA,
Commercial, Public Sector & Strategic Accounts

I have authority to bind the corporation.

Mayfield Station Landowners Group Inc.

Per: 

Name: Helen Mihailidi
A.S.O

I have authority to bind the corporation.