

Appendix "B"
Major Terms and Conditions

Licensee:	Rogers Communications Inc. or other wireless communication carriers
Licensor:	City of Toronto
Subject Properties:	As listed in Appendix "A" or such other properties determined by Staff pursuant to the delegated approval process
Licence Fee:	As set out in accordance with the schedule in Confidential Attachment 1
Additional Fees:	<p>The Licensee shall pay additional fees for use of the licensed area, including :</p> <ul style="list-style-type: none"> - utilities; - increase in realty taxes; - City fees for renewal, extensions, amendments and consents to the Agreement; - all taxes, rates and assessments levied against its business; - charges for interest payable under the Agreement ; and <p>Such other fees as may be required or amended by Staff pursuant to the delegated approval process.</p>
Term:	Ten (10) years or such other term as determined by the Chief Corporate Officer
Option to Renew:	Two (2) renewal periods of Five (5) years each or such other renewal terms determined by the Chief Corporate Officer
Termination:	City can terminate on 18 months notice and the Licensee can terminate on 18 months notice, both may be amended by the Chief Corporate Officer
Use:	to install, operate, use repair and maintain wireless telecommunications equipment as approved by the Chief Corporate Officer

Emissions:	Licensee shall verify compliance with the City's Prudent Avoidance Policy, as may be amended, by providing a copy of the Safety Code 6 (SC6) Validation report required by Industry Canada for the proposed antenna(s).
"AS-IS"	The Licensee accepts the subject properties on an "as-is, where is" basis, and the City gives no warranty with respect to the subject property or as to their fitness for the Licensee's intended purpose.
Operation and Maintenance	Licensee responsible for operation and maintenance of its equipment in accordance with: (i) Industry Canada's CIC-2-0-3 ("Radio Communication and Broadcasting Antenna Systems", June 2007, as amended from time to time); (ii) the City of Toronto Telecommunications Tower and Antenna Protocol (as amended by City Council in January 2009 and from time to time); and (iii) the City of Toronto "Prudent Avoidance" Policy, respecting acceptable levels of radio frequency (RF) exposure (endorsed by City Council on 3-5 March, 2008 as item HL 10.3 as amended from time to time).
Insurance:	Maintain: (i) comprehensive general liability insurance in an amount not less than \$5,000,000.00; (ii) all risks insurance for 100% of full replacement value; and (iii) any other insurance required by the Licensor, Or such additional or amended insurance requirements as the Chief Corporate Officer may require.
Indemnity/Release:	Licensee to release and indemnify the City from claims arising from the licence
Co-location:	Licensee to pay a co-location fee which will vary based on type of co-located equipment
Overholding Fees	graduated rental increase to the newly authorized schedule of fees