

Attachment 1 Major Terms and Conditions

Licensee:	Rogers Communications Inc. and/or any Other Carrier(s).
Licensor:	City of Toronto.
Subject Properties:	As approved by the General Manager of Transportation Services in accordance with Recommendation #3 to the Staff Report to which this Appendix is attached.
Licence Fee:	Standard fee for telecommunications infrastructure in relevant location, as set by Real Estate Services Staff.
Additional Fees:	The Licensee shall pay the following as Additional Fees: <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
Term:	Ten (10) years.
Option to Renew:	Two (2) renewal periods of Five (5) years each.
Termination:	<ul style="list-style-type: none"> ● ● City can terminate on 18 months' notice ● Licensee can terminate on 18 months' notice
Use:	To install, operate, use repair and maintain stand-alone utility poles under 15 metres in height.

Emissions:	Licence shall verify compliance with the City's Prudent Avoidance Policy by providing a copy of the Safety Code 6 (SC6) Validation Report required by Industry Canada for the proposed antenna.
"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	<p>Licensee responsible for operation and maintenance of its equipment in accordance with:</p> <ul style="list-style-type: none"> (i) Industry Canada's CIC-2-0-3 ("Radio Communication and Broadcasting Antenna Systems", June 2007); (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 comprehensive general liability insurance in an amount satisfactory to Insurance and Risk Management, and any other insurance required by the Licensor.
Indemnity/Release:	Licensee to release and indemnify the City from claims arising from the licence.