March 6, 2009

VIA E-MAIL ONLY: spectrum.operations@ic.gc.ca

Peter Hill
Director, Spectrum Management Operations
Industry Canada
Radio Communications and Broadcasting
Regulatory Branch
300 Slater Street
Ottawa, Ontario
K1A 0C8

Dear Mr. Hill:

Re: **Consultation Letter – Issues Related to the Preliminary Phase of the Antenna Tower & Site Sharing Process: Submissions of Bragg Communications Inc.**

1. Bragg Communications Inc. ("Bragg") is in receipt of the Consultation Letter, noted above, issued by Industry Canada on February 17, 2009 wherein Industry Canada (or "the Department") indicates that although it is not reviewing the conditions of licence set out in CPC-2-0-17, it is seeking comments on all of the issues discussed in the letter and with regard to proposals outlined therein. The Department intends to issue guidelines to be used when asked to respond to a complaint of non-compliance. We are pleased to provide the following submissions.

<u>Preliminary Comments</u>

2. As a new licencee to the AWS spectrum, Bragg is looking forward to building its wireless network in order to provide consumers with additional choice in wireless services. Today technical applications and consumer demand evolve at such a rapid pace that consumers will continue to look to wireless platforms to fulfill their communications, content and personal and business needs. Increased competition will further enhance wireless companies' innovation and decisions to expand services and opportunities for Canadians. In order to support this expansion, it is critical that new licencees' ability to enter markets not be stifled by a failure in the process to effectively and expediently resolve disputes related to the very basic, but critical, stages of building wireless networks. In order to support this development, the processes available to new entrants must be efficient, accessible, and must not unnecessarily increase costs to entrants. It is critical that a process for resolving disputes and other issues be clearly established and that any decisions flowing from the process be enforceable against the parties involved.

3. While Industry Canada proposes specific guidelines regarding the interpretation of the conditions of licence, establishing guidelines will be of little value if licencees have no way to ensure compliance or enforcement of them. In this submission Bragg provides comments regarding the issues raised in the Consultation Letter, but we believe that these issues cannot be appropriately addressed unless Industry Canada also establishes a process, other than arbitration, by which a licencee's failure to comply with conditions of licence and other disputes between operators can be resolved expeditiously. An enforcement process to address non-compliance is necessary. We respectfully request that Industry Canada address the following issues in this consultation:

a) Clarify the process, other than arbitration, by which complaints regarding a licencee's failure to comply with its conditions of licence will be addressed, including enforcement mechanisms that will be in place to address non-compliance; and

b) Provide clarification regarding the specific issues raised by Industry Canada in the Consultant Letter, along with any additional issues that may arise through the consultation process.

Bragg expands upon these issues below.

Clarify the process: need for dispute, mediation and enforcement mechanism

4. Bragg is pleased that Industry Canada recognizes that there are a number of unresolved issues in relation to the conditions of licence granted to AWS spectrum licencees. The lack of clarification on these issues is impairing negotiations between licencees, which will ultimately result in new licencees being delayed in rolling out wireless services. While the Consultation Letter appears to recognize these challenges, Bragg has some serious concerns with regard to the expected outcome of this proceeding and in particular, whether the proposed "guidelines" will improve requesting operators' ability to negotiate with responding operators.

5. A review of these issues is important; however such a review is only useful if the outcome will result in clear direction for licencees when faced with challenges in negotiating access. It is crucial that upon the conclusion of this consultation Industry Canada clarify whether a process and enforcement measures will be in place to deal with non-compliance issues and complaints. Without the ability to bring disputes to Industry Canada or some other regulatory body that possesses the expertise to respond to them, entrants are left only with the arbitration process which falls far short of meeting the needs of entrants, particularly in these economic times and given the significant impacts that further delays will have on competitive entry into the wireless markets. Arbitration is not and cannot be the only option for new entrants when faced with challenges and/or a licencee's breach of its conditions of licence.

6. Bragg has valid concerns regarding a responding operator's failure to comply with its conditions of licence. Negotiating access to towers and roaming arrangements are critical first steps for a new entrant and any delays associated with these processes will delay market entry, ultimately delaying the benefits of wireless competition to Canadians. Bragg has already experienced instances of

responding operators not complying with the conditions of licence, whether it be failure to provide a response to a PIP request for a number of months (in breach of the "timely" response requirement), attempting to charge fees for administration and document processing, or proposing access fees that are exorbitantly high and completely out of line with market rates[1]. As we are only at very early stages in the negotiation process, we expect that at later stages we will continue to experience further challenges in dealing with responding operators. Industry Canada is taking a step in the right direction by offering clarification of some of these issues; however, clarification alone is not sufficient to ensure compliance with the guidelines that will come from this process.

7. While we expect that the incumbent licencees may suggest that these are market issues that can be negotiated freely between the parties, this is clearly not the case. There is little incentive for these licencees to be reasonable on these points. The cost of negotiating unreasonable terms is significant to new entrants given that it incurs more resources, creates delays in moving the business forward (further impacting a new entrant's ability to enter markets sooner and start recovering investments) while at the same time these delays provide benefits to the incumbents. Even if they incur costs due to their own unreasonable negotiations, the costs are likely nominal in comparison to the impacts of new competitors entering their markets. Delay provides financial benefits to incumbents. Assuming that new entrants across the country face similar challenges, this becomes a larger national policy issue that will impair delivery of competitive services for Canadians.

8. Given the current volatility in the financial markets it is becoming more difficult for companies to engage the capital and obtain the necessary support of financial markets for further investment. New licencees have already expended significant resources and invested heavily to obtain the spectrum and to begin to build their networks. While Bragg is committed to do this and will commit further resources and expenditures to complete the build and to provision services, in current global economic times any added and unnecessary expenses could be a significant threat to a wireless carriers' viability. If the process for gaining access

[1] In some cases responding operators have proposed fees that are six times more than what we pay in the same market for similar structures, with fees doubling after five years. This is inconsistent with any research we have performed in relation to market rates.

to towers and roaming agreements is inefficient and lends itself to further delays and costs there is a real risk that Canada will not experience the benefits of a competitive wireless industry that were anticipated when this spectrum was awarded to new licencees.

9. Currently, responding operators are subject only to the conditions of licence as established by Industry Canada. With no existing process or enforcement mechanisms to address non-compliance with those conditions there is no incentive for them to cooperatively work with requesting operators to provide timely access to structures. For example, Industry Canada proposes that specific timelines for responding to antenna tower and site-sharing requests be established, and for multiple requests the timelines should apply irrespective of workload. While Bragg fully supports this proposal, and agrees that workload should not be a basis upon which to extend the timelines, we submit that if this is merely an established "guideline" it will be ineffective. Responding operators have little incentive to comply, given that there is no negative impact associated with non-compliance. Bragg proposes that licencees should be mandated to provide a response to a request within the established timelines and there should be a remedy for failure to meet these requirements. To date, while Bragg has experienced full compliance with the timelines from one licencee, other licencees have taken months to respond to our requests. There must be some enforcement mechanism to mandate licencees to respond to requests. It is not practical or feasible for Bragg to bring a dispute for this type of non-compliance to arbitration.

10. While arbitration is an option for licencees in certain circumstances, particularly when they may reach an impasse in negotiations of commercial matters *where both parties are operating within their licence requirements*, it is not an appropriate or a feasible solution to resolve all issues that licencees are currently facing. Parties who are in breach of their conditions of licence should answer to Industry Canada, not to an arbitrator. Requesting operators should not be forced to take a responding operator to arbitration because it has not provided a timely response to a request, or because it refuses to waive an exclusivity provision or to provide information regarding future use. The effect of this would be further delay – the requesting operator would need to wait 90 days to file the request for arbitration, with additional 90 day timeframes to respond. The result

may be that the responding operator would potentially file its response at the eve of arbitration, having benefited from the delay; alternatively, the arbitration would proceed but with the same result. This is not a win for the requesting operator. Rather, it is a series of hurdles and processes that incorporate delay and use of resources for a solution that could be arrived at through an Industry Canada process that addresses these basic obligations and enforces failure to comply.

11. Bragg is also concerned that the current processes could result in arbitrators creating widely applicable policy based on the facts of an individual case. On other issues, such as access to structures and determinations of very basic rights of access, forcing arbitration as the only solution could have the effect of each arbitrator, on a case by case basis, making policy decisions that impact new entrants, and ultimately competitive entry, across the country, with inconsistent results. For instance, if arbitrators are making decisions about the conditions by which a requesting operator can build its own structure or whether it must pay full costs to augment the responding operator's structure, those decisions could result in requirements on operators that impact the core principles supported by Industry Canada as they relate to duplication of structures. A process to deal with these policy issues would be more appropriately governed by Industry Canada. If commercial issues or disputes regarding contracts, once negotiated, arise, arbitration is an option.

12. Additionally, the timeliness of arbitration for these issues is an important consideration. The process for arbitration is a six month process which can be extended due to other delays and through the arbitrators' discretion as permitted by the rules. Requesting operators are entitled to a timely process that ensures their very basic rights to information and access are provided. On this basis, arbitration is not always the ideal mechanism for resolving these disputes.

13. Bragg submits that Industry Canada, or alternatively another body that has the ability and experience to address these issues in a timely manner, must be available to respond to issues through a complaint process, with the ability to enforce compliance with the conditions of licence. It is in the interest of incumbent licencees to delay these processes and without a defined process, delays will occur. If the only solution to such delays is arbitration then costs to new entrants will be significant and potentially prohibitive to gaining entry to these markets.

14. Bragg is concerned that if Industry Canada is unable or unwilling to manage the process by which disputes or non-compliance of licencees is addressed then it is incumbent on Industry Canada to consider an alternative solution. In Bragg's view, if the dispute involves a licencee's non-compliance with established conditions of licence the appropriate forum for resolving the dispute is not arbitration between the two parties; compliance with licence conditions goes to the core of whether the licencee is operating consistent with its legal obligations. In such a case, the entity that grants the licence should make findings regarding whether those licence conditions are being fulfilled. Where the licence conditions are not being met, parties need a process to address such non-compliance. Arbitration is not the appropriate solution in this case.

15. While Industry Canada is clearly the appropriate department to establish the conditions of licence and to manage the technical issues regarding spectrum management and a licencee's use of that spectrum, there is a separate role involved in governing the relationships between licencees and the issues or disputes that may arise between them. In Bragg's view, there must be a process whereby a governing body will take responsibility for this role, whether that body be Industry Canada, a separate tribunal established to deal with the issues or another regulatory body with experience in such matters, such as the Canadian-Radio-Television and Telecommunications Commission ("CRTC" or "Commission").

16. The process that exists in the wireline industry is one example of a mechanism for dealing with disputes and enforcement. Entry into the wireless markets is not unlike the experience of entry into local wireline telephony markets, which involves technical requirements in order to provision a telephone network, access to incumbent support structures and other facilities and responding to issues or disputes that arise between new entrants and incumbents. Based on Bragg's experience as the first cable company to enter the local competitive telephony markets in Canada, there were numerous disputes between the parties that had to be resolved. Incumbent carriers had an interest in delaying process, and where there was room for interpretation of policies and rules they would do so to their benefit, all of which may have had negative impacts on new entrants.

17. Fortunately, when Bragg faced these issues as a new entrant in the wireline markets, a process existed whereby we were able to bring disputes to the CRTC. Where those disputes potentially included broader policy issues that impacted competition and competitive entry across the country the Commission could address the issues through a public proceeding or would require the implementation of an interconnection steering committee (CISC) to establish appropriate processes that would provide some consistency for all parties. Without this process, Bragg can say with some certainty that its success as a new entrant, and now its current status as a worthy competitor to local wireline telephony may not have occurred.

18. Bragg notes that to some extent, the CRTC retains jurisdiction over wireless service providers and CLECs (including wireless LECs), to the extent that it has not forborne from regulation. The Commission continues to address wireless issues and processes relating to a broad range of issues including processes between carriers for number porting, numbering, social policy issues such as emergency services and undue preference disputes. It also has experience in establishing proposed acceptable terms and conditions for agreements that are used consistently within the industry (including agreements relating to building access and support structure access). Although spectrum is managed, and conditions of licence established, pursuant to the *Radiocommunications Act*, telecom services, to the extent not forborne, remain within the jurisdiction of the *Telecommunications Act*. The specific objectives set out in Section 7 of the *Telecommunications Act* which are also relevant to the issues in this Consultation are as follows:

> It is hereby affirmed that telecommunications performs an essential role in the maintenance of Canada's identity and sovereignty and that the Canadian Telecommunications Policy has as its objectives:
>
> (a) to facilitate the orderly development throughout Canada of a telecommunications system that serves to safeguard, enrich and strengthen the social and economic fabric of Canada and its regions;

(b) to render reliable and affordable telecommunications services of high quality accessible to Canadians in both urban and rural areas in all regions of Canada;

(c) to enhance the efficiency and competitiveness, at the national and international levels, of Canadian telecommunications;

(e) to promote the use of Canadian transmission facilities for telecommunications within Canada and between Canada and points outside Canada; and

(f) to foster increased reliance on market forces for the provision of telecommunications services and to ensure that regulation, where required, is efficient and effective.

19. These broad policy objectives are equally important to the wireless industry and in relation to the conditions of licence these objectives are equally relevant, and are in fact incorporated by reference in the *Radiocommunications Act*, as noted below. Access to towers and roaming arrangements are critical for new entrants to deploy competitive wireless services, and if there is greater ease with which they can do so it enables licencees to provide reliable and affordable services, increase the competiveness of telecom services in Canada, and ensure the efficiency of the licensing process (and regulation).

20. Spectrum licences are granted pursuant to the *Radiocommunications Act*, which governs the use of the radio frequency spectrum in Canada. As noted on the Government of Canada website under "Radiocommunications",[2] the "main purpose of the Act is to ensure the development and efficient operation of radiocommunication in Canada by managing the allocation of radio frequency spectrum for individuals and businesses who require radiocommunication systems or services".

2 http://www.canadabusiness.ca/servlet/ContentServer?cid=1081944194346&lang=en&pagename=CBSC_NB%2Fdisplay&c=Regs

21. Section 5 of the *Radiocommunications Act* provides the Minister with the jurisdiction to establish conditions of licence for spectrum, in addition to establishing technical requirements and other rights. Section 5(k) also provides that the Minister may:

> take such action as may be necessary to secure, by international regulation or otherwise, the rights of Her Majesty in right of Canada in telecommunication matters, **and consult the Canadian Radio-television and Telecommunications Commission with respect to any matter that the Minister deems appropriate**; [emphasis added]

22. Under section 5 (1.1) the Minister may, in exercising his or her powers, have regard to the objectives of the Canadian telecommunications policy set out in section 7 of the *Telecommunications Act*. In Bragg's view, the *Radiocommunications Act* and the jurisdiction conferred to the Minister under that Act recognizes the relevance to the *Telecommunications Act*. Given the nature of wireless services as both a spectrum-managed service and a communications service of the nature that the Commission has clearly been intricately involved in over the years, in Bragg's view, objectives in relation to wireless services established by both Industry Canada and the Commission are intrinsically tied together.

23. While Bragg appreciates Industry Canada's role of responding to issues, complaints and disputes arising pursuant to the conditions of licence, we likewise view the two bodies (i.e. the CRTC and Industry Canada) as being able to provide two different roles in relation to the wireless service industry, and in particular, to the issues arising under the conditions of licence. These roles would likely complement one another and enable government to ensure that the objectives of the *Telecommunications Act*, and the interests in enabling the new entrants to move forward with business plans to offer competitive, and enhanced wireless services to consumers are achieved, while ensuring that licencees comply with their spectrum licence obligations under the *Radiocommunications Act*.

24. In Bragg's view, it is critical that licencees have a mechanism to bring disputes or issues to the governing body that regulates either its licence obligations or its relationship with other carriers as required pursuant to its

licence. It is clear that Industry Canada establishes the conditions of licence and is willing to offer guidance on interpreting some of these conditions, while also addressing technical issues or disputes relating to site access. It is less clear to us whether Industry Canada's current process is the appropriate forum in which to address disputes regarding non-technical issues that may arise in negotiations with licencees. In some cases, these issues may involve significant policy issues that will impact competition and entry by wireless providers across the country. As such, Bragg submits that an arbitration remedy is not necessarily appropriate for these situations. We do not agree that significant policy issues, as mandated by the *Telecommunications Act*, should be determined on a case-by-case basis by an arbitrator in a single proceeding.

25. On this basis, Bragg requests that Industry Canada clarify whether carriers can rely on mediation, dispute or other processes established through Industry Canada to address issues that arise in relation to its negotiations or interactions with other licencees. If Industry Canada is inclined to address mainly technical issues related specifically to the management of the spectrum and verification that licencees are meeting their licence obligations, then perhaps pursuant to the jurisdiction provided in the *Radiocommunications Act*, another body, such as the CRTC, can be consulted to address ongoing policy and commercial issues that arise in relation to competitive and other non-technical disputes. We expect that today issues will continue to be brought to the CRTC regarding other telecom matters that also relate to wireless carriers, particularly given the CRTC's inclusion of wireless issues in many of its current proceedings. Bragg proposes this as only one option, but it may be a logical approach to addressing some of these issues. Regardless of the approach taken, Bragg feels it is necessary to reinforce the need for a solution. It is in the interest of all parties, including the primary stakeholders – the residents of Canada who will benefit by our competitive entry, that new licencees have the right to an efficient process that limits delay and costs for all involved.

Our Experience to Date/Industry Canada Proposals

26. This Consultation does not expressly address the further stages of the process whereby licencees will begin negotiating the terms and conditions of

access to towers and other sites. Bragg submits that it is at these later stages where we expect to experience more significant challenges in negotiating reasonable terms. This is where significant delays, onerous terms, and unequal bargaining power will play a role in limiting a new entrant's ability to negotiate equitable terms of access. While Bragg will continue to work with responding operators in an attempt to negotiate reasonable terms of access, we believe that with an appropriate process for addressing disputes the mere knowledge that there is an enforcement remedy available could increase the likelihood that a responding operator will be more reasonable.

27. Although we have only recently begun to receive terms for access, we are already experiencing requests to accept unreasonable terms. In the Consultation Letter Industry Canada appropriately raised the issue of planned future use. In various PIP responses that Bragg has received from responding carriers' the future use requirements for a given structure have ranged from 5 to 10 planned future attachments. In such cases the only available attachment locations to requesting operators will be below 30 meters at the tower. By loading the tower with this type of "potential" future use, it ultimately renders the tower useless for competitive access by new entrants. Additionally, in the situation where the requesting carrier finds a way to use the tower despite the 5 to 10 planned future attachments, it is currently the expectation of the responding carrier that the structure be upgraded by the requesting carrier at its expense such that the 5 to 10 planned future attachments of the responding carrier along with the proposed installation of the requesting carrier be supported. It is common business practice that in situations where a party is the sole beneficiary from an investment or upgrade, it is usually expected that that sole beneficiary pay the cost of that upgrade. This would be consistent with Bragg's long experience in business, especially in telecommunications where we have experience with carriers' expectations regarding equipment, support structures and upgrades to same.

28. It is these types of responses that limit a new entrant's ability to negotiate reasonable terms or to gain access at all. Where planned future use is excessive, the cost of a requesting operator's access to the site is prohibitive and in many cases it may be less costly to build a separate tower. Given the government's interest in limiting duplication of towers, this type of behavior impacts all stakeholders.

29. Bragg fully supports that only "imminent" future use should be disclosed on the PIP, and we support that this be interpreted as only uses that are actually planned and committed for a twelve month period. Where no plans are in place within the twelve month period, requesting operators should be entitled to access the site. Subsequent use that a responding operator may have planned beyond the twelve months should be negotiated at that time. We wish to reiterate, however, that setting such guidelines will have little effect where a licencee fails to comply with them. As stated earlier, there must be an enforcement mechanism to address these issues.

30. As a requesting operator we expect that we will run into numerous situations where the responding operator is either non-compliant with the conditions of licence or they have misinterpreted them in a manner to delay access. One example of how this may occur is in relation to the requirement that licencees waive exclusivity provisions. Bragg submits that if a licencee has an agreement for access to a property and there is an exclusivity clause contained in that agreement, then the licencee must waive the exclusivity clause. Bragg submits that the requirement to waive exclusivity is not, nor should it be, subject to additional conditions. If arbitration is the only solution in this case, then there is incentive for all responding operators to establish conditions before granting waivers, requiring requesting operators to incur costs and time to arbitrate an issue that relates to a core requirement of the condition of licence. Directives by Industry Canada on such issues, with appropriate enforcement mechanisms, are a more appropriate means to address these situations than forcing a requesting operator to initiate the arbitration process. In such cases, if a requesting operator seeks access to a site, the responding operator should be required to provide written confirmation to the requesting operator and to the property owner with whom the licencee has the exclusive arrangement, stating that the exclusivity clause is waived and that the property owner is free to negotiate with the requesting operator. It is of utmost importance that licencees be required to provide this written notice to the property owner. Currently, property owners remain concerned about the responding operator's intention to force the terms of the agreement against them if they negotiate freely with the requesting operator, notwithstanding the conditions of licence requiring such a waiver.

31. Bragg submits that there is no reasonable basis for responding operators to demand additional conditions before waiving exclusivity. Because a requesting operator is required to ensure that proper measures and security standards are in place, there is no risk that access by the requesting operator will impair or impact the responding operator's access. As long as the requesting operator does not breach its own conditions of licence or other legislative requirements regarding the structure or access, then a simple waiver of exclusivity without further conditions is appropriate. Responding operators should not be permitted to use the waiver rights as a tool to negotiate unreasonable terms of access. These kinds of issues are really issues of policy that will impact access rights to all new entrants. They should not be addressed through individual and separate arbitrations.

32. Bragg generally agrees with all proposals set out in the Consultation Letter, with the proviso that these proposals should be established as more than mere guidelines for licencees. Bragg is willing to work with responding operators to ease their ability to respond in a timely manner to requests. In fact, in relation to the Department's proposal that requesting operators include site reference numbers, address and coordinates in PIP proposals, Bragg is already complying with this suggestion. At earlier stages when Bragg issued PIP requests two responding operators requested specific information from us and we now provide this information to all responding operators.

33. Bragg also agrees that the minimum information to be provided in the response to a PIP request, as proposed by Industry Canada, will be very useful for requesting operators. Bragg believes that a response time within two weeks is acceptable. One responding operator currently provides this response time for us and we are able to accept that timeframe.

34. We continue to have concerns regarding future use (as described above), the site lease summary, and the third-party obligations. For Bragg, the provision of site lease summaries has been non-existent for two of the responding operators. We request that Industry Canada require responding operators to provide more detail regarding site leases. If we are provided with information describing whether the site is owned or leased, and if leased, the term of the lease (with the remaining term identified), and ideally a copy of the lease, it would

enable us to better plan and make decisions associated with the site. Additional information relating to third-party obligations would provide similar value for planning purposes. As some responding operators have provided us with such information (i.e. details regarding the arrangement and expiry dates) we submit it is reasonable that all responding operators should provide it.

35. With regard to site access, we also agree that timely access is important and the Department's proposal that access be provided within one week is reasonable. Bragg submits that responding operators should not require escorted access unless the access is to a secure part of the site, in which case an escort may be provided as long as this does not delay the process or result in additional charges to the requesting party.

36. Although the issues of "imminent" future use have been addressed in the above comments, Bragg would like to see the Department's proposal clarified such that during negotiations the companies are expected to deal with a situation where the tower owner is reserving space because there is a plan to install equipment on the tower in the longer term, or if space is reserved on a tower for future use by a third party where a contract is in place and fees are being paid, it should be identified in the preliminary information package.

37. Bragg submits that if Industry Canada accepts that responding operators can only include "imminent" future use, and such use is limited to planned use within the next twelve month period, then Bragg does not expect that licencees should be reserving space for "long term" use of the tower. Where there are imminent future use requirements, the licencee should be required to identify to whom that future use will be provided in the PIP. It is important that licencees are provided with information regarding the party who will have this right to use, the type of use to be made, the conditions (or agreement) by which the use will be made and the flexibility that is available for such use (i.e. if a third party intends to use for a purpose that would include flexibility in location or purpose, then requesting licencees should be aware of this when negotiating access).

38. Bragg supports the proposal that requesting operators be entitled to consult with those third parties, however, it will be equally important that to the extent a third party is entitled to specific use, if the requesting operator is able to negotiate use of that space that the primary licencee must permit such access.

We propose that where a third party has future use arrangements but is not currently using the space and has no history of use, the third party must be able to justify a future use requirement, through appropriate documentary evidence or commitments, if it seeks to maintain the rights to that space.

39. Bragg also agrees that issues regarding third party requirements require clarification. Certain offers to share we have received require Bragg to confirm loading and future use information for 3rd parties who are co-located on existing licencees' towers. This should not be a requirement placed on requesting operators since they have no ability to compel 3rd parties to comply. Where a 3rd party has access to a responding operator tower, the responding operator should seek this information directly from the third party.

Summary

40. Bragg appreciates the opportunity to provide the comments herein. We look forward to receiving Industry Canada's clarification regarding many of these issues. More importantly we hope that this process will result in some clear direction regarding the avenues that may be available for licencees to resolve non-compliance issues, disputes and/or breach of licence conditions as well as an enforcement process. We remain open to further consultations with Industry Canada and if there are any further questions we would be pleased to respond to them.

Sincerely,

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