

**Bell Mobility's Proposed Conditions of Licence (CoL)**

**regarding**

**Mandatory Antenna Tower and Site Sharing and to Prohibit Exclusive Site**

**Arrangements**

**(underlining indicates areas of changed text)**

1. Licensees must facilitate sharing of antenna sites, including rooftops, and supporting structures ("Site(s)") and not cause or contribute to the exclusion of other radiocommunication antenna operators ("Operator(s)") from gaining access to Sites. Without limiting the generality of the foregoing, where a Licensee is party to an agreement that includes a provision excluding other Operators from the use of a Site, then, in order to facilitate the sharing of Sites, the Licensee must consent, where it is within the Licensee's capability to do so, to waiving that portion of the agreement to facilitate a request to share. Further, Licensees must not enter into or renew agreements that exclude other Operators from using a Site. Notwithstanding the preceding, it is realized that "rooftops" require the approval of the property owner/manager to effect sharing in such cases. In the event that the property owner/manager does not agree to the sharing request, it is recognized that this is beyond the control of the Licensee. Licensees however will not be prohibited from using rooftops in those instances where the refusal for sharing originates with the property owner/manager.
2. Licensees must share where technically feasible and where it does not degrade the licensee's network except where national security concerns exist or the Site is used solely for personal enjoyment. Industry Canada will adjudicate disputes regarding technical feasibility.
3. In order to fulfill the condition of sharing in accordance with this licence, the Licensee must respond to a request to share by any other Operator within 120 days as follows:
  - a. In the event that the request to share is technically feasible, the Licensee must provide the requesting Operator with a response and an offer to enter into a sharing agreement. The department expects that Site-sharing arrangements would be offered at commercial rates that are reasonably comparable to rates currently charged to others for similar access.

b. In the event that the request to share is not technically feasible, the Licensee must provide the requesting Operator with a response detailing the reasons why it is not feasible (accompanied by any applicable technical information) in accordance with CPC-2-0-03.

4. Site-sharing arrangements will be negotiated expeditiously and in good faith. If after 180 days from the initial request, the Licensee and the Operator requesting a Site-sharing arrangement cannot agree to the terms of the arrangement, the Licensee must agree to submit the matter to an arbitrator as agreed upon by the parties in accordance with the provisions of the applicable provincial arbitration legislation. The Licensee agrees that the arbitrator shall have all necessary powers to determine all of the questions in dispute (including those relating to determining the appropriate terms of the Site-sharing arrangement and those relating to procedural matters under the arbitration) and that any arbitration under this section shall be legally binding. The Licensee must participate fully in such an arbitration and follow all directions of the arbitrator in accordance with any arbitration agreement or with the applicable legislation. At any time, the Licensee and the Operator requesting antenna tower and site sharing may agree to specific terms with regard to submitting their dispute to an arbitrator and may withdraw their arbitration, on agreed terms, so long as they agree to a Site-sharing arrangement.

5. All costs associated with analysing and responding to a new entrant request for mandatory tower/site sharing will be detailed and invoiced to the applicable new entrant. Existing tenants of antenna tower/site installations will directly invoice applicable new entrants for any work on their part necessitated by the new entrant request.

**Bell Mobility's proposed conditions of licence regarding Mandatory Roaming reads as follows (use of underlining indicates primary areas of changed text):**

6. Licensees must offer automatic digital roaming on their cellular, PCS and AWS networks as follows:

1. Roaming is to be offered:

a. Where technically feasible to all cellular (800 MHz), PCS (1.9 GHz) and AWS (1.7 and 2.1 GHz) Licensees outside of their licensed area, for the 10- year term of AWS licences;

- b. To all new entrants in their non-built licensed areas for a period of 5 years.
  - c. To national new entrants who have satisfied the 5-year roll-out requirements outlined on their licence, as determined by Industry Canada, for an additional 5 years.
2. In order to fulfill the condition of offering roaming in accordance with this licence:
- a. Roaming includes digital voice and data connectivity. Data connectivity includes e-mail and SMS;
  - b. To qualify for either in-territory or out-of territory roaming, as a specific new entrant CoL, new entrants must: (1) have built-out their local AWS wireless network and must be able to offer service to a minimum of 50% of the minimum population coverage specified in the five year Roll-out Targets; and (2) roam, on incumbent cellular and PCS networks, via means of a multi-band handset (i.e. incorporating the AWS band in the new entrant's chosen technology plus the band or bands (i.e. digital 800 MHz only, 1.9 GHz only, or a combination of both digital 800 MHz and 1.9 GHz as determined by the new entrant).
  - c. Roaming does not include providing access to new entrants within their build area for the purposes of capacity off-load or quality enhancement.
  - d. Licensees are not mandated to provide roaming to any Requesting Licensee that already negotiated a cellular roaming, PCS roaming or an AWS roaming agreement with any other licensee in the same coverage area.
  - e. Licensees are not mandated to provide roaming to any Requesting Licensee in any area where the Requesting Licensee holds more than 25% of subscriber market share in that area.
  - f. When requested, Licensees will provide an offer to enter into a roaming arrangement to provide roaming services on reasonable terms within 120 days. Industry Canada expects that roaming would be offered at commercial rates that are reasonably comparable to rates that are currently charged to others for similar services; and
  - g. Roaming arrangements will be negotiated expeditiously and in good faith. If after 180 days from the initial request, the Licensee and the party requesting a roaming arrangement cannot agree to the terms of the roaming arrangement, the Licensee must agree to submit the matter to an arbitrator as agreed upon by the parties or in accordance with the provisions of the applicable provincial arbitration legislation. The Licensee agrees that the arbitrator

shall have all necessary powers to determine all of the questions in dispute (including those relating to determining the appropriate terms of the roaming arrangement and those relating to procedural matters under the arbitration) and that any arbitration under this section shall be legally binding. The Licensee must participate fully in such an arbitration and follow all directions of the arbitrator in accordance with any arbitration agreement or with the applicable legislation. At any time, the Licensee and the party requesting roaming may agree to specific terms with regard to submitting their dispute to an arbitrator and may withdraw their arbitration, on agreed terms, so long as they agree to a roaming arrangement.

- h. All costs associated with responding to a new entrant request for mandatory roaming will be detailed and invoiced to the new entrant.

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