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BY EMAIL

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Dear Ms. Chia,

RESPONSE TO PUBLIC CONSULTATION ON THE REVIEW OF THE CODE OF PRACTICE FOR INFO-COMMUNICATION FACILITIES IN BUILDINGS

1. We refer to the IMDA's proposed changes to the COPIF 2018 dated 18 March 2026.
2. When the Code of Practice for Info-communication Facilities in Buildings (COPIF) was first introduced, mobile connectivity was a convenience. The kind of thing that made life easier but whose absence was, at worst, a minor frustration.
3. In the mid-2010s, the world had moved on considerably. Mobile connectivity had woven itself into the fabric of daily life in ways that made the old framework feel not just dated but inadequate. The question was no longer whether buildings should accommodate mobile infrastructure, but how to ensure they did so consistently and at scale.
4. IMDA's answer, through the COPIF 2018, was to make provision of rent-free Mobile Installation Space mandatory for developments above a certain threshold. It was a significant shift, one that recognised a simple truth: the market, left to its own devices, would not reliably deliver the coverage that Singapore's residents, businesses, and ambitions required.
5. That decision was well-timed, though perhaps not entirely by design. The mandatory Mobile Installation Space ("MIS") framework arrived on the eve of 5G. And 5G, unlike its predecessors, is unforgiving about physical space. The physics of higher-frequency spectrum mean shorter propagation distances and greater sensitivity to obstruction. A 5G network is by nature a denser network, requiring more antennas, deployed closer together, and further into the built environment than any previous generation of mobile technology. What the 2018 COPIF created, in effect, was the scaffolding that 5G deployment in Singapore would come to depend on. The benefit was shared: the government could point to genuine, wide-footprint 5G coverage as evidence of a Smart Nation in action; Mobile Network Operators ("MNOs") could deploy at scale without being held to ransom over space; and building owners found themselves better connected, their tenants and residents better served, their properties more attractive for it.
6. That is the foundation on which this submission is made. Not as a critique of what was built, but as an honest account of what eight years of implementation has revealed, and what the 2026 review must now have the resolve to address.
7. The COPIF 2018 established the right principles. But principles require enforcement to have meaning, and the experience of applying this framework across the full spectrum of building owners, cooperative and resistant, well-advised and obstructive, has exposed fault lines that cannot be resolved with another round of incremental amendments. IMDA has, on multiple occasions, had to deploy its senior leadership to mediate individual site-level disputes that should never have required that level of escalation. That is not a criticism of the individuals involved. It is a signal that the framework itself is not doing enough of the heavy lifting.
8. Three problems, in particular, demand principled resolution in 2026.
9. The first is the question of permanence. MIS is a regulatory space designated by the building owner with consulting from an MNO pursuant to COPIF, and the COPIF is clear that a written

contract is not required for the designation. It attaches to a building because that building, by virtue of its size or location, has a role to play in Singapore's mobile coverage landscape. That role does not, and should not, expire when the agreement governing its use does, nor does it transfer away when a building changes hands. Yet in practice, IMDA has at times accepted the position, under sustained pressure from building owners, that MIS is coterminous with the term of the agreement that governs its use. This is a fundamental misreading of what the framework was designed to achieve, and it has created uncertainty that undermines the entire exercise.

10. The second is enforcement. The IMDA places an expectation on the MNOs to resolve mobile coverage complaints within six (6) months of the complaint, regardless of the reasonableness of the complaint. However, the COPIF does not contemplate a time period for which non-compliance to the code is to be resolved. We have seen compliance cases run for years as they are being held ransom by uncooperative building owners, changing building management, lawsuits, and more. The gap between what the framework promises and what it delivers in practice is wide enough that building owners who understand it have learned that delay is a viable strategy. That cannot continue.
11. The third is coverage. The current eligibility thresholds, 80 residential units and 2,000 square metres of non-residential floor area, were chosen at a particular moment in time. They leave gaps. There are buildings that sit below these thresholds, or that occupy positions of genuine strategic importance in their surroundings, that fall entirely outside the framework's reach. In a dense city-state where the tallest building within a kilometre may be the only viable deployment option in that area, the absence of any obligation on that building is not a technical oversight. It is a gap in the code which can be remediated.
12. These are not new observations. They are the accumulated lessons from eight years of implementation. The 2026 COPIF review is the opportunity to act on them.

Question 1: Pre-Identification of MIS Locations During the Development Design Phase

IMDA's Proposal

13. IMDA proposes to allow MIS locations to be pre-determined and incorporated into development designs, requiring building owners and MNOs to identify MIS locations during the design phase. Once identified, the Building Owner ("BO") incorporates the MIS location into the development's design, while MNOs are responsible for deploying their installation at the identified MIS. IMDA also proposes to leverage the Corenet process, similar to the TFCC engagement model, and seeks views on an appropriate timeframe for MNO access prior to Temporary Occupation Permit date ("TOP").
14. IMDA invited views and comments on:
 - 14.1. Any views on the obligations to be imposed on BOs and MNOs to facilitate this process of pre-identifying a suitable location for mobile deployment;
 - 14.2. Whether it is useful for MIS to be identified upfront during the development design phase, and if so, an appropriate engagement process between BOs and MNOs, such as leveraging on the Corenet, similar to the process where the Telecommunication Facility Co-ordination Committee engages the developers/BOs; and
 - 14.3. The appropriate period/timeframe for MNOs to be granted access to carry out their installations without disrupting the TOP schedule (e.g., X months prior to TOP Date).

Response

15. The proposal to pre-identify MIS locations during the development design phase is, in principle, the right instinct. The problem it is trying to solve is real. When MIS locations are left to be negotiated after a building is completed, MNOs inherit whatever space remains after every other competing use has been accommodated. That is precisely the wrong order of priorities for infrastructure that is meant to serve the building's residents and tenants from the day they move in.

16. That said, the mechanics of how this is achieved matter considerably, and the differences between fixed and mobile infrastructure deserve careful attention before any process is formalised.
17. Under the existing TFCC framework, fixed-line infrastructure requirements are largely building-agnostic. Risers go where risers go, and an appointed TFCC member can validate a Corenet submission on behalf of the group because the underlying requirements do not vary meaningfully between operators.
18. Mobile is a fundamentally different exercise. MIS location is not a generic infrastructure question. It is a network design question, dependent on each MNO's RF planning, structural assessment, and coverage objectives for that specific site. No single MNO can assess or commit on behalf of the others, and any process that assumes otherwise risks producing MIS locations that are technically compliant on paper but practically inadequate for deployment.
19. This does not mean that a coordinated process is unworkable. It means that the process architecture needs to be designed with these differences in mind before it is adopted. We would support the establishment of a Mobile Facility Co-ordination Committee, an MFCC, as the appropriate forum for this engagement, but with a structure that reflects the realities of mobile planning. Specifically, each MNO should be a sign-off party in its own right, responsible for reviewing the development plans and identifying its own preferred MIS location. Sign-off should operate on a first-come, first-served basis within the MFCC process. An MNO that does not engage during the design phase should not subsequently be entitled to displace a reservation made by another MNO, nor to demand that the developer retrofit space that has already been allocated. The discipline of the process depends on MNOs participating early and in good faith.
20. Additionally, the MIS locations identified through this process should be treated as reservations, not permanent locks. The developer cannot build over or allocate reserved MIS space without the relevant MNO's agreement, but the MNO retains the flexibility to deploy at a different location post-TOP if its network design evolves. The reservation holds until the MNO voluntarily relinquishes it. This framing gives developers the certainty they need during construction while preserving the operational flexibility that MNOs require, the latter of which must be left intact to account for the state of mobile connectivity and RF planning at the point of installation.
21. To give the MFCC process the consistency and predictability it needs to function, we propose that the COPIF incorporate a set of guiding principles for MIS location that apply across all developments.
22. These are not intended to substitute for each MNO's individual assessment, but to narrow the field of viable locations and reduce the scope for disagreement. Specifically, we propose the following as baseline requirements:
 - 22.1. MIS must be in proximity to the telecommunication riser;
 - 22.2. developments of up to 15 levels with more than four building blocks should provide MIS at a minimum of two locations, with each serving approximately two blocks and their shared common levels;
 - 22.3. developments of 16 floors and above should include a mid-level MIS at each block;
 - 22.4. developments exceeding 35 levels should additionally include a rooftop MIS at each block; and
 - 22.5. where the cable route distance from MIS to the furthest antenna exceeds 200 metres, a BO should not reject an MNO's request for an additional MIS location closer to that antenna.
23. We further propose that MIS sizing be standardised at a minimum of 6 square metres per MNO per MIS location, derived from the practical equipment footprint of a 3 by 2 metre arrangement accommodating 4G, 5G, and rectifier equipment.

24. On the question of access timelines, the current framing around the TOP date warrants revisiting. Buildings today are constructed in phases, and ceiling closures occur floor by floor, often months before TOP. An MNO that is only granted access at or near TOP will, in many cases, face the choice between incomplete installation or costly ceiling reinstatement works. The COPIF should instead anchor MNO access to construction milestones, specifically the ceiling closure schedule, so that cable laying can be completed in sequence with the build rather than as an afterthought.
25. Finally, we note that the current eligibility thresholds for MIS provision leave a meaningful gap in Singapore's coverage landscape. Developments below 80 residential units fall entirely outside the framework, yet MNOs are still expected to provide coverage at such buildings under the QoS framework, often without any corresponding obligation on the BO to facilitate access or provide space.
26. We would propose lowering the residential threshold to 30 units and introducing a new category for developments of 30 to 79 units with a minimum MIS of 18 square metres in aggregate. The trade-off in space per MNO at the smaller end is a conscious one. Coverage optionality across a wider pool of buildings serves Singapore's connectivity objectives better than optimal equipment configuration at a smaller number of larger sites.

Question 2: Provision of Telecom Infrastructure in Basement Carparks

IMDA's Proposal

27. IMDA proposes that BOs extend telecommunication risers and install telecommunication cable trays to the first basement carpark (B1) to facilitate MNO deployments. IMDA acknowledges that coverage may be required below B1 but considers that footfall in those areas is lower and more transient, leaving below-B1 infrastructure as optional and commercially negotiated.
28. IMDA invited views and comments on:
 - 28.1. Whether it is sufficient for BOs to provision telecommunication risers, and cable trays alongside electrical cable trays in the B1 carpark, and if there are other types of ancillary infrastructure required to be provisioned upfront to facilitate MNOs' B1 carpark deployments; and
 - 28.2. Whether it is beneficial for telecommunication risers and telecommunication cable trays to be extended below B1 for future provisioning?

Response

29. IMDA's proposal to extend telecommunication risers and cable trays to B1 carparks is a step in the right direction, but it does not go far enough. We propose that the obligation be extended to all floors of a development that permit private or public access, basement levels included, without restriction to B1 alone.
30. Before addressing that broader point, we flag a definitional issue that the proposal as currently drafted leaves unresolved. Not every first basement level is a carpark. In malls and commercial developments, the carpark may begin at B2 or below, with B1 occupied by retail or other uses. Applying the obligation to "B1 carparks" without further definition risks creating ambiguity about which level actually triggers the requirement.
31. We propose that the COPIF define the first basement carpark as the uppermost basement level where at least 50% of the floor area is used for carparking purposes. That provides a clear, building-agnostic reference point that works across development types. We would also recommend that IMDA align this definition with the QoS framework, which currently treats in-building carparks at second basement level and below as optional coverage areas, to avoid the two frameworks pulling in different directions.
32. On the substance of the proposal, the case for stopping at B1 rested on a footfall argument that has not aged well. The way basements are used today has changed materially. EV charging stations, parcel collection points, and ride-hailing pick-up zones are increasingly

located at B2 and below, precisely because B1 is congested. These are not transient passing-through spaces. They are service points where residents, delivery personnel, and visitors stop, wait, and depend on connectivity to complete their purpose for being there. We would further request that the IMDA work with the relevant statutory board(s) to require EV charging stations to be located no lower than the first basement carpark as defined above, which would naturally align the coverage obligation with where the demand is concentrated. This is consistent with the EV charging stations requirement for internet connectivity to function.

33. The consequences of connectivity gaps in basement carparks are not always limited to inconvenience. IMDA will be aware of an incident in 2025 where improper signposting in a basement carpark contributed to a fatal outcome, but the relevant services had thereafter laid partial blame to the lack of pervasive mobile coverage. That case is an extreme illustration of a broader point, that connectivity in enclosed below-ground spaces is no longer purely a quality-of-life consideration. In some circumstances, it is a matter of safety.
34. We therefore propose that TEL risers should be mandated to run to the lowest basement level of a development, mirroring the approach already taken for other mechanical and engineering services. The incremental cost of doing this during construction is modest. The cost of retrofitting it later, once residents have moved in and complaints have begun to accumulate, is considerably higher, and it is the building owner who ultimately bears the burden of that disruption.
35. The same logic applies above ground. Under the current COPIF, TEL riser openings and cable trays are only required at levels where fixed-line services are provisioned. This leaves entire floors of a building effectively inaccessible for mobile deployment. The problem is not hypothetical. In single-tenancy buildings such as hotels, guest room floors routinely have no TEL riser openings or cable trays because fixed-line services are not required there, and some developers have explicitly told MNOs that the absence of a COPIF obligation means they have no duty to provide such provisions. The result is that MNOs cannot lay cables to those levels at all, regardless of the coverage obligation they carry under the QoS framework. We propose that the COPIF be amended to require TEL riser openings and cable trays in the common corridor at every building level, such that the building is structurally ready for mobile coverage provisioning throughout should the need subsequently arise.

Question 3: Street-Level Mobile Connectivity Using Street Lampposts

IMDA's Proposal

36. IMDA proposed to extend the MIS framework to street lampposts, requiring lamppost owners and owners of adjacent land to facilitate mobile deployment at no rental charge.
37. IMDA also proposed that the MNOs continue to:
 - 37.1. adhere to any statutory or regulatory requirement imposed by the owner(s) of the lampposts and adjacent land space;
 - 37.2. ensure that their mobile installation does not compromise the structural safety/integrity of the lampposts and engage a Professional Engineer to obtain the necessary endorsement prior to any installation on street lampposts and adjacent land space;
 - 37.3. ensure that these deployments blend with the aesthetics of the surroundings (e.g., camouflage deployments) at the MNOs' own costs, where required; and
 - 37.4. bear all costs in relation to the installation of their equipment and the utility charges for the operation of the equipment.

Response

38. We are fully supportive of this proposal and would encourage IMDA to consider more broadly than lampposts alone. The underlying objective, providing MNOs with access to street-level infrastructure in areas where building-based deployments are unavailable or insufficient, is sound, and the no-charge principle that underpins it is the right one.

39. The framework should extend to all street furniture, including overhead bridges, street signboards, and similar structures, on both public roads and private roads where such furniture is located. A private road leading into a development is no less useful for coverage purposes than a public one, and the obligation should follow the infrastructure rather than the road classification.
40. In addition, the COPIF should impose grandfathering of the regulation to disallow owners of street lampposts and furniture from charging a rental fee so that there is no differentiation between the street furniture sites that the MNOs acquire for providing mobile coverage before and after the new framework is in force.
41. Moreover, we urge the IMDA to update the COPIF to require all public entities who are building owners to no longer charge the MNOs for the space that the MNOs are occupying to provide mobile coverage. There are usage agreements that pre-date the COPIF 2018 where public entities like Town Councils are still charging the MNOs. Smart Nation is and should be a national initiative, and public entities should champion this by not charging rental fees at all for all space occupied by the MNOs for the purpose of providing mobile coverage. This sets the appropriate example to private building owners of the seriousness of the COPIF.
42. On the question of land around the street furniture, we propose that a standard ground-level footprint of 6 square metres adjacent to the street furniture be designated as the reference figure for ancillary equipment placement. This provides a consistent and practical basis for planning without requiring site-by-site negotiation over space.
43. A specific implementation issue warrants explicit attention. In many cases, the owner of a lamppost or other street furniture and the owner of the adjacent land will not be the same party. IMDA's proposal already contemplates that both parties carry the facilitation obligation. We support this, but the framework must be structured so that a split in ownership cannot operate as a de facto veto or source of delay. The obligation on each party should be independent and non-contingent on the other's cooperation. Deconfliction between them is an administrative matter for IMDA to manage, not a precondition that MNOs are expected to resolve before deployment can proceed.
44. On safety and aesthetics, we note that IMDA's proposal requires MNOs to ensure their deployments blend with the surroundings where required, at their own cost. However, where aesthetic requirements and structural safety considerations are in conflict, safety must take precedence. Street furniture has load-bearing limits, and any requirement to add casing, camouflage, or additional material to achieve an aesthetic outcome should not be imposed where doing so would compromise the structural integrity of the installation. We would ask IMDA to make this hierarchy explicit in the COPIF.
45. The proposal as currently framed addresses the gap created by the absence of tall buildings in certain areas. There is a related but distinct gap that deserves equal attention. Large single-owner non-residential developments and expansive landed areas, parks, expressways, road and service tunnels, pedestrian and road underpasses, and spaces such as Gardens by the Bay, fall entirely outside the COPIF framework because they are not buildings. Yet MNOs carry QoS coverage obligations that extend to these spaces, and some authorities managing these areas have imposed restrictions on, or charges for, MNO deployments that make it practically impossible to meet those obligations. The result is a structural inconsistency where MNOs are held to a coverage standard in spaces where they have no regulatory backing to obtain the access needed to deliver it. We propose that the COPIF be extended to cover such non-building spaces, and that the same facilitation obligations that apply to buildings and street furniture, including the no-charge principle, be applied to owners and managers of these areas accordingly.
46. Finally, extending MIS to street furniture raises a backhaul question that sits adjacent to the COPIF but cannot be ignored. A lamppost or overhead bridge equipped with mobile hardware but without fibre connectivity is of limited operational value. To the extent that NetLink Trust's existing non-residential Interconnection Offer does not already provide for fibre provisioning to street furniture at a regulated rate, IMDA should direct NLT to extend its provisioning obligations

accordingly, treating street furniture on the same footing as any other structure within the MIS framework.

Question 4: Relocation of Mobile Equipment

IMDA's Proposal

47. Where a BO reasonably requires an MNO to relocate from its current MIS, IMDA proposes that the BO provide relevant building plans and an alternate MIS location where feasible, and that the cost of relocation be borne by the MNO. The BO bears the cost of reinstating the original space.
48. IMDA invited views and comments on:
 - 48.1. A reasonable lead time for a notice to be served by the BO to an MNO prior to any proposed temporary or permanent relocation;
 - 48.2. The information to be provided by a BO in order for MNOs to assess and facilitate any proposed temporary or permanent relocation; and
 - 48.3. The cost responsibility between a BO and an MNO for such temporary or permanent relocation.

Response

49. The starting point for any discussion of relocation must be this: relocation should be a last resort. Mobile infrastructure in Singapore has been designated as critical infrastructure, and good mobile connectivity is a licence obligation that MNOs carry in relation to the QoS framework. These are not incidental facts. They reflect a deliberate policy determination that seamless mobile coverage is an essential service, one whose delivery depends on the physical permanence of the antenna infrastructure that provides it. A framework that treats MIS as negotiable, moveable space at a building owner's convenience is fundamentally inconsistent with that determination. IMDA cannot on one hand classify mobile infrastructure as critical, and on the other hand propose terms under which it can be displaced whenever a building owner finds a competing use for the space. The proposal as drafted weakens the MIS structure, and in doing so, weakens the ability of the MNOs to fulfil their QoS obligations that MNOs. Permanence of MIS must be non-negotiable, not a preference.
50. That principle established, relocation should only ever arise in circumstances of genuine and demonstrable necessity, and the framework must be designed to prevent it from being weaponised by building owners who are resistant to the MIS obligation in the first place.
51. MIS is not flexible office space that can be shuffled around a building without consequence. It is a regulatory designation that was identified, negotiated, and deployed with a specific coverage purpose in mind. Moving an antenna is not a contained event. Mobile coverage is a network of overlapping cells, each calibrated against its neighbouring cells to avoid radio frequency interference yet produce seamlessness in service. Displacing one disrupts the geometry of that overlap, creates a thinning in coverage, pushes load onto adjacent cells, and degrades the experience across a wider area than the relocation site alone. The true cost of a relocation is not the physical move. It is the network remediation required to restore what existed before, which may involve redesigning adjacent sites, rebalancing load across multiple cells, or accepting a permanent degradation in that area. IMDA's framework must reflect that reality.
52. We are therefore concerned that the proposal as drafted, under which MNOs bear relocation costs whenever a BO has genuine use for the space, sets a precedent that fundamentally mischaracterises mobile infrastructure as interchangeable and moveable. This concern is sharpened by the fact that the COPIF 2018 already resolved this question correctly. Under paragraph 2.2.15 of the current framework, where a building owner requires an MNO to relocate from MIS, the building owner must provide an alternative location and bear all costs reasonably incurred by the MNO in doing so. The same principle applies to fixed-line infrastructure, where the COPIF requires building owners to bear the costs of relocating MDF

rooms where redevelopment works necessitate a move. Fixed-line licensees are not asked to absorb the cost of a displacement they did not initiate.

53. The 2026 proposal would, for the first time, exclude mobile operators from that same protection, notwithstanding that mobile infrastructure carries the additional weight of QoS obligations and critical infrastructure designation that fixed-line services does not. That exclusion is counterintuitive.
54. Mobile connectivity today is used more pervasively than fixed-line services, relied upon by more people, in more contexts, and with less tolerance for gaps or disruption. A regulatory framework that affords greater protection to the less-used service while proposing to dilute the protection for the more-used one is not one that reflects the realities of how Singapore communicates. It is one that the 2026 review should correct rather than entrench.
55. A growing concern that warrants IMDA's attention is the increasing prevalence of commercial rooftop solar leases, where building owners lease their entire rooftop to third-party solar operators. As these arrangements become more common, they risk alienating MNO deployments entirely. A BO who has commercially committed their rooftop to a solar operator will claim the space is no longer available for MIS. We caution that this is an emerging gap that will grow as solar adoption increases. As a practical guardrail, we would suggest IMDA and the Government as a whole to consider whether rooftop solar installations should be limited to the inner 80% of a rooftop's area, leaving the perimeter available for other services such as mobile deployment. This is not an arbitrary restriction, as the perimeter areas adjacent to parapet walls receive more shade and are generally less efficient for solar generation in any case. IMDA should consider how to address this before it becomes entrenched practice.
56. It bears noting too that building owners are not bereft of benefit in this arrangement. The increased mobile connectivity that the provision of MIS by the BO enables flows directly back to the building and everyone in it, residents, tenants, visitors, and the BO's own operations among them. The space that is set aside is not a gift to the MNO. It is infrastructure that serves the building's own community and the community at large – that reality should inform how any competing claim on that space is weighed.
57. On the specific questions raised:
 - 57.1. On notice periods, we propose that a BO be required to serve a minimum of twelve months' written notice for any permanent relocation, and six months for any temporary relocation. Mobile network planning and deployment cycles are long. Anything shorter creates operational disruptions that jeopardizes seamless mobile connectivity.
 - 57.2. On the information to be provided, the BO must provide full building plans, the scope and timeline of the works necessitating relocation, and a comprehensive forward plan covering at least two to three years. The last point is critical. Without a forward-looking plan, BOs can issue sequential relocation requests that compound outage time, increase costs, and effectively use the relocation mechanism as a tool to dislodge MNOs incrementally. An open-ended relocation ticket with no declared timeline is an invitation for abuse.
 - 57.3. On cost responsibility, we propose that relocation costs be borne by MNOs only in the two circumstances below:
 - 57.3.1. where the relocation arises from major addition and alteration works that genuinely require the space; and
 - 57.3.2. where the decision to redesign the network originates from the MNO itself.Where the BO must make the requisite submission to the TFCC for the A&A works to be verifiable as major A&A works.
 - 57.4. In all other cases, the BO should bear the full cost of relocation, including antenna recovery, reinstatement, and any network remediation required as a consequence of the move. The current proposal inverts this. It asks MNOs to absorb the cost of a

disruption they did not initiate, to infrastructure they did not choose to move, in a space they were regulatorily entitled to occupy.

- 57.5. On timing, actual physical relocation should not be required until one month prior to the commencement date of the works, and only once the project has been formally awarded and is confirmed to commence within three months of the notice. This prevents BOs from serving notice speculatively, or holding an open relocation ticket that keeps MNOs in a state of perpetual uncertainty without any genuine works materialising. We propose that any timelines can be measured against the BO's Corenet submission for the works.
58. Finally, with regard to outdoor equipment deployments specifically, relocation should be permitted only within the same rooftop unless the MNO agrees otherwise. The MNO shifts position to free up space for the BO's works, but retains its presence on the same structure. Forceful vacation from a rooftop should not be permitted except in the case of building demolition.

Question 5: Resources Incurred by BOs for MNOs' Access into Buildings

IMDA's Proposal

59. IMDA proposes to allow BOs to recover costs of administering rooftop access to MNOs, including security and escort charges. To ensure charges are reasonable, IMDA is considering setting a regulated rate based on industry benchmarks such as regulated rates in Licensees' offers for access to telecom exchanges or central offices.
60. IMDA invited views and comments on:
- 60.1. Should BO be allowed to recover such access charges from MNOs for each instance of rooftop access requested by an MNO;
- 60.2. Should the access charges be different for buildings with and without security guards on site; and
- 60.3. Should access charges be determined and set by IMDA? What would the appropriate benchmark for IMDA to adopt?

Response

61. We oppose this proposal.
62. The introduction of access charges for MNOs is a step in the wrong direction, and it is worth being direct about why.
63. The MIS framework was built on a simple and deliberate bargain. Building owners set aside space, at no charge, because the connectivity that space enables benefits everyone in the building. That bargain has held because the obligations on each side were clear and the costs to BOs were contained.
64. In present day, BOs who want to provide value-add to their occupants have taken to making coverage complaints to the IMDA in order to secure enhanced basement coverage in the buildings. This requires the MNOs to acquire MIS in the building to provide the enhancements. Allowing BOs to now layer access charges onto MNOs does not refine that bargain. It erodes it, incrementally shifting the cost burden onto the party that is already providing the service, in a space it was regulatorily entitled to occupy, for the benefit of the very building it is being asked to pay to enter.
65. The practical reality of how MNO access actually works makes the proposal harder to justify still. For the vast majority of sites, access follows a routine and well-established procedure. MNOs submit a name list, report to security, collect a key, and proceed. No escort is required. Escorts are reserved for critical infrastructure, which is a narrow and well-defined category. The picture IMDA's proposal implicitly paints, of building managers having to deploy staff and

resources to supervise MNO visits, does not reflect what happens on the ground at most sites. These cases are far and few between, and are usually reserved for BOs who are leveraging the unmanned nature of their building to glean additional benefit from the provision of MIS, or to deny the provision of MIS altogether.

66. The consistency argument is equally compelling. TFCC members access MDF rooms and risers regularly to provision fixed-line services for residents and tenants, and they are not charged for it. The BO's own routine contractors, lift servicing teams, aircon maintenance crews, and renovation contractors do the same. MNOs access buildings far less frequently than any of these parties. There is no principled basis for charging MNOs while exempting everyone else, and IMDA should be cautious about creating a precedent that treats mobile operators as a revenue opportunity for building owners rather than a service provider to their community. MNOs, as the providers of critical services, should not be relegated as second-class providers.
67. Our position is that access charges should not be permitted during office hours under any circumstances. The only narrow exception we would accept is a nominal reimbursement for emergency access to genuinely unmanned buildings outside office hours, benchmarked against the rates used by Town Councils for equivalent after-hours emergency access. Beyond that single carve-out, the no-charge principle should hold. Expanding the scope of permissible charges beyond this would set a precedent that undermines the framework's integrity and increases the cost of mobile deployment at precisely the moment Singapore needs to be reducing it.

Question 6: Sample MIS Agreement Template

IMDA's Proposal

68. IMDA proposes to publish a sample MIS Agreement template to provide guidance for both BOs and MNOs, reducing the need for costly legal reviews and lengthy negotiations that currently delay MNO deployments.
69. IMDA invites views and comments on:
 - 69.1. Whether it is useful for IMDA provide a sample agreement and if so, what terms and conditions should be included in the agreement

Response

70. We welcome this proposal in principle. The current situation, where MIS agreements are typically drafted by MNOs and presented to BOs who lack the expertise or resources to review them without engaging external legal counsel, creates delays that serve nobody. We have observed that on some occasions, public entities have taken to negotiating against their own template agreements provided by their legal departments, or choosing not to adopt them at all. A standardised template reduces friction, levels the playing field, and accelerates deployments.
71. Before addressing what the template should contain, it is worth naming the problem it is actually trying to solve.
72. From our experience, the delays in agreement negotiations have less to do with BOs being unfamiliar with MNO-drafted agreements, which are generally written in accessible terms, and more to do with BOs presenting their own agreements that actively contravene the COPIF. Time that should be spent on deployment is instead spent realigning commercial documents to regulatory obligations that were never in dispute.
73. A standardised template addresses this directly, but only if it is developed under IMDA's own authority and reflects the intent of the COPIF rather than the commercial preferences of any single party. IMDA should be clear-eyed about this, as the value of a template depends entirely on whose lawyers shaped it.
74. We would also draw IMDA's attention to an instructive parallel within its own framework. TFCC members access MDF rooms and risers without any agreement being required. If that arrangement works for fixed-line infrastructure, there is no principled reason why MNO access

to MIS should require a formal agreement as a precondition. The default position is and should continue to be that no agreement is necessary. The COPIF already establishes the rights and obligations of both parties, and access should flow from that without further documentation.

75. Where no agreement is entered into, we propose that IMDA introduce a standard one-way letter as the minimum record of MIS provision. This is not an agreement requiring the BO's negotiation or signature. It is a simple, unilateral document recording the location of the MIS, the terms under which it is held, and the identity of the parties. It creates a paper trail that protects both parties, provides clarity in the event of a dispute, and makes novation on change of ownership straightforward. A one-way letter is the lightest possible administrative touch that still preserves the integrity of the record.
76. Where parties nevertheless wish to formalise their arrangements more fully, we propose the following hierarchy.
 - 76.1. First, use IMDA's template as the primary reference without modification.
 - 76.2. Second, if a party wishes to deviate from the template, it does so at its own cost, bearing full legal fees for any bespoke drafting, and any deviation must demonstrate strict alignment with the COPIF.
 - 76.3. Third, where a dispute arises from a bespoke agreement, the template is the reference point to which parties are returned. This makes compliance the path of least resistance and negotiation the more costly option.
77. Where a template is adopted, we propose that it include at minimum the following terms: a perpetual arrangement, reflecting the principle that MIS is a regulatory designation rather than a fixed-term commercial lease; express compliance with the COPIF; a rent-free arrangement; access arrangements for MNOs; insurance and indemnity obligations; a clear list of any items that are legitimately chargeable by the BO; and novation provisions ensuring that MIS obligations transfer automatically to any incoming BO upon change of ownership. That last point anticipates Question 7 and reinforces the case for treating MIS permanence as a foundational principle of the framework.

Question 7: Change of BO and Expiry of MIS Agreement

IMDA's Proposal

78. IMDA proposes that upon transfer of a property, MIS shall be automatically designated as MIS in respect of the incoming BO, unless the parties agree otherwise or IMDA makes a written decision that the space shall no longer be MIS. Similarly, where a written MIS agreement expires or terminates, the space shall automatically remain designated as MIS unless the parties agree otherwise or IMDA makes a written decision to the contrary.
79. IMDA invited views and comments on:
 - 79.1. Whether there will be impact or prejudice to the (existing or new) Bos and MNOs in the two scenarios described above; and
 - 79.2. Whether there is a need for an expiry date for the MIS Agreement?

Response

80. We support the intent of this proposal. The express automatic designation of MIS upon ownership transfer is the right approach, and it is overdue.
81. The current reality is that mobile deployments are routinely overlooked during property transactions. Outgoing owners forget to disclose them, incoming owners discover them after the fact, and what should be a seamless continuation of a regulatory obligation becomes instead a drawn-out verification exercise and renegotiation. Only the most sophisticated institutional owners handle this properly through formal novation. The framework should not depend on institutional sophistication to function correctly.

82. Before addressing the specific scenarios, however, we wish to underscore a foundational principle that we believe must be stated explicitly in the COPIF if the proposals in this section are to achieve their intended effect.
83. MIS is regulatory space, not contractual space. The designation of a location as MIS is an act of regulation, not an act of contract. It arises because a building, by virtue of its size or position, has a role to play in Singapore's mobile coverage landscape, and IMDA has determined that the space necessary to fulfil that role must be set aside. Any agreement entered into between an MNO and a BO in relation to that space is an overlay, not a foundation. It governs the use of the space during its term, adding administrative arrangements, access protocols, and other operational terms on top of what the COPIF already provides. When that agreement expires, those additional terms fall away. The space itself does not. The regulatory designation that brought it into existence predates the agreement, survives it, and is unaffected by its termination.
84. This is the only interpretation consistent with the legislative intent of the COPIF. It is also the only interpretation consistent with the recognised criticality of mobile connectivity in today's world. A framework that allows a regulatory designation to be extinguished by the expiry of a commercial agreement is a framework that has confused the instrument with the obligation. IMDA's own drift toward accepting that MIS is coterminous with the agreement term, which we have observed in recent years, is precisely the kind of misreading that the 2026 review must correct and do so unambiguously.
85. With that principle established, the specific scenarios in this proposal resolve themselves cleanly.
86. On ownership transfer, the MIS designation carries over automatically and unconditionally to the incoming BO because it attaches to the building, not to the owner. The incoming BO inherits a regulatory obligation, just as they inherit any other statutory requirement that runs with the land. We support this, but we have a significant concern with the qualification "unless the parties agree otherwise." That carve-out reintroduces precisely the vulnerability the proposal is trying to close. The incoming BO is in a structurally stronger position at the point of transfer. The MNO has already deployed infrastructure calibrated into its network and cannot easily walk away. An agreement to de-designate MIS in that context may not be genuinely mutual. It may simply be a concession extracted from a party with no practical alternative. Regulatory designations should not be dissolvable by private negotiation. We therefore propose that the carve-out be removed entirely, and that the sole route to de-designation be a written decision by IMDA following a formal application assessed on its merits.
87. On agreement expiry, the answer follows directly from the principle above. When an MIS agreement expires, the additional terms it imposed on the parties expire with it. The regulatory designation of the space does not. The space remains MIS, governed by the COPIF, until the MNO no longer requires the space as MIS. There is accordingly no need for, and considerable harm in, an expiry date that creates a cliff edge at which the entire arrangement must be renegotiated from scratch. Where parties wish to refresh their administrative arrangements periodically, they are free to do so. But the MIS designation itself is not on the table at that point, and the COPIF should say so plainly.

Question 8: Endorsement by a Structural Professional Engineer

IMDA's Proposal

88. IMDA proposes that MNOs engage a Professional Engineer at their own expense to certify that proposed mobile deployments are structurally safe prior to carrying out any works. MNOs are to submit a copy of the PE endorsement to the BOs for reference.
89. IMDA invited views and comments on (whether) the proposal for a PE (should) be engaged for such mobile deployments.

Response

90. We note that PE endorsement for rooftop mobile installations is already standard industry practice. Once a BO confirms approval of an installation, MNOs engage a PE to endorse the structural safety of both the equipment and antenna position prior to work commencement. The building's Licensed Electrical Worker is similarly engaged for power tapping. All such costs are borne by the MNO. This has been the established process for some time, and it has worked. The proposal to formalise it in the COPIF is therefore not objectionable in principle, but the timing and sequencing must be correctly understood.
91. PE endorsement should occur after the BO has confirmed approval of the installation, not before. Engaging a PE at the preliminary stage, before the BO has committed to a location, creates unnecessary cost for the MNO. Any subsequent change to the antenna position, which is not uncommon during the approval process, requires re-endorsement, compounding that cost further. The COPIF should be explicit that PE endorsement is a pre-commencement requirement, triggered by owner approval, and not a precondition for the approval itself.
92. We also wish to flag a risk that the explicit codification of PE endorsement in the COPIF may inadvertently create. Where a regulatory requirement exists in writing, it can be appropriated. Some BOs have already demonstrated a willingness to use the deployment approval process to extract concessions from MNOs, and a clearly stated PE requirement creates a new surface for that behaviour, most obviously by insisting that MNOs engage only the building's appointed PE firm. Beyond the commercial inconvenience, IMDA should be alive to the integrity implications of creating a regulatory hook that channels PE appointments through a BO's preferred contractors.
93. More broadly, the COPIF should take the opportunity to define clearly what falls within MNO scope in relation to structural and safety certification, and what does not. The absence of clear boundaries has allowed some BOs to impose requirements that have no legitimate basis, including certifying other parties' existing infrastructure, unnecessary submissions to statutory authorities, waterproofing certifications, and similar demands that serve no safety purpose but succeed in making deployment more costly and time-consuming. A clear delineation in the COPIF of MNO responsibilities would remove the ambiguity that these tactics depend on.

Additional Proposed Changes

Power Contestability and Metering

94. A practical issue that falls outside the specific proposals in this consultation but which materially affects the cost and efficiency of MNO deployments is the question of power supply and metering at MIS locations.
95. Under current arrangements, MNOs operating under a master-sub metering arrangement within a building are required to follow the building's appointed power retailer. When a landlord switches utility supplier, typically to secure bulk purchase discounts, MNOs are compelled to follow, regardless of whether the new arrangement is commercially favourable to them. The contested rate may nominally be lower, but managed fees passed on to tenants frequently erode or eliminate any saving. In some cases, landlords have required MNOs who have already established their own direct utility arrangements to revert to private metering so that the landlord can charge administrative fees for billing. These are not commercially neutral outcomes. They represent a systematic transfer of cost to MNOs through the management of a utility arrangement that MNOs have no meaningful ability to contest.
96. We propose that MNOs operating at MIS locations with a master-sub arrangement and with the relevant BLEW endorsement in place should have the liberty to apply for their own power supply at their own cost, without being required to adopt the landlord's power retailer. We recognise that achieving this within the existing SP Group master-sub billing architecture will require engagement between IMDA and SP Group's Open Market team to determine the appropriate mechanism for deducting MNO power usage from the master account where the MNO is supplied by a different retailer. We would ask IMDA to initiate that engagement as part of the 2026 review, with a view to establishing a workable framework that gives MNOs genuine optionality over their power supply arrangements.

97. On metering, MNOs should be permitted to install any type-approved meter recognised by the industry for power reading purposes. Landlords should not be permitted to require the use of specific meter brands, particularly where the cost of those meters is disproportionate to the purpose they serve.

Power Tapping Source

98. A related issue concerns the source from which MNOs are permitted to tap power. The COPIF currently requires building owners to provide a power source to MNOs but is silent on how that provision is to be made. This ambiguity has been exploited. Some building owners have refused to allow MNOs to tap directly from the Consumer Switch Room, instead directing them to tap from power sources already allocated to other MNOs and leaving it to the MNOs to negotiate between themselves. This is not a reasonable interpretation of the BO's obligation, and it creates unnecessary friction and cost.
99. We propose that the COPIF be amended to clarify explicitly that building owners must allow MNOs to elect to tap power provisioning directly from the Consumer Switch Room. The obligation to provide a power source is not discharged by redirecting MNOs to an arrangement that depends on the goodwill of another operator.

Deconflicting Connectivity and Sustainability Objectives

100. Singapore's push toward energy efficiency and sustainable buildings is well-founded, and we do not take issue with its objectives. However, the implementation of sustainability standards across multiple agencies has begun to create environments that are structurally hostile to mobile signal propagation, and this conflict has gone largely unaddressed.
101. Building materials incentivised or mandated under energy efficiency and green building frameworks, including certain window films and double-glazed panels, are effective at reducing heat transfer but also attenuate mobile signals significantly. The same dynamic arises in other contexts, with LTA's double-glazed train windows being a notable example. In each case, the design decision is rational within its own policy objective. Taken together, they create a cumulative signal environment that makes it materially harder for MNOs to meet their coverage obligations, through no fault of the building owner and with the active encouragement of government policy.
102. IMDA is the appropriate party to take ownership of this deconfliction. We propose two specific asks. First, IMDA should engage the relevant agencies to identify which building materials and design standards meaningfully attenuate mobile signals, and to explore whether alternative specifications or mandatory mitigation measures can be incorporated into the relevant frameworks without compromising their sustainability objectives. Second, where a building's energy or sustainability accreditation is calculated on the basis of total energy consumption, the electricity consumed by MNO equipment deployed within the building should be excluded from that calculation. A building owner should not face a penalty to their green accreditation as a consequence of hosting infrastructure that serves a separate and equally important public objective.
103. These are not competing agendas. They are complementary ones that have not yet been properly coordinated. The 2026 COPIF review is an appropriate moment for IMDA to flag this and take the lead.

QoS Obligations and Legacy Buildings

104. A structural inconsistency in the current framework warrants attention. MNOs carry QoS obligations that apply to all buildings regardless of when they were constructed, but the COPIF infrastructure obligations apply only to new developments. The result is that in older buildings without MIS, risers, or cable trays, MNOs are expected to resolve coverage complaints but have no regulatory backing to obtain the building infrastructure needed to do so.
105. We propose that where a building owner makes a coverage complaint that triggers a QoS resolution obligation on an MNO, any additional building infrastructure required to resolve that

complaint, including MIS, TEL risers, and cable trays, must be provided by the building owner at their own cost. The MNO's obligation is to provide coverage. The building owner's obligation is to provide the infrastructure that makes coverage deliverable. These are not interchangeable. A building owner cannot make a coverage complaint and then expect the MNO to fund the building works necessary to resolve it.

106. Where the complaint specifically relates to basement coverage, the building owner should be immediately required to provide full-scope MIS as defined under the COPIF, including the extension of TEL risers and cable trays to the relevant basement levels. The act of making a basement coverage complaint is itself an acknowledgement that the building's infrastructure is insufficient to support the coverage being demanded. That insufficiency is the building owner's responsibility to remedy, not the MNO's.

Enforcement: Codification of Escalation Process and Timelines

107. The COPIF currently establishes obligations on building owners but is silent on the process and timelines for resolving non-compliance. In practice, IMDA applies an internal escalation process, but the absence of that process from the COPIF itself means that building owners do not feel bound by it, and its application has been inconsistent. The result is that delay has become a viable and commonly used strategy for resistant building owners. We have seen compliance cases run for years, well beyond any reasonable interpretation of the framework's intent.
108. We propose that the following escalation process be explicitly codified in the COPIF, with defined timelines at each stage. Upon an MNO escalating a non-compliance matter to IMDA, IMDA should issue a written notice to the BO requiring compliance within 14 days. If the BO fails to comply within that period, the MNO may refer the matter to IMDA for a binding decision. Once a binding decision is made, the BO has a further 14 days to comply. Failure to comply with a binding decision should result in IMDA issuing a written order under the Telecommunications Act requiring compliance, after which regulatory enforcement action follows. Each step should be time-bound, and the clock at each stage should run continuously regardless of any objection or representation made by the BO.
109. That last point is critical. The value of a codified process is undermined entirely if building owners can pause it by raising objections, however spurious. We have encountered the following tactics deployed repeatedly and in bad faith to delay or defeat the escalation process, and we propose that the COPIF explicitly provide that none of them constitute grounds for suspending the timeline or relieving the BO of their compliance obligation.
- 109.1. **Deferral to AGM or EGM:** Management corporations have claimed that MIS provision requires a resolution from their management council, and that the earliest opportunity to obtain one is at an upcoming AGM or EGM, which may be months away. The COPIF should make clear that the obligation to provide MIS rests with the building owner and cannot be deferred pending an internal governance process.
- 109.2. **Spurious third-party permission claims:** BOs, particularly those in estates managed by statutory authorities, have claimed that they require the permission of JTC, HDB, or other agencies before they can provide MIS, when no such requirement exists or the relevant authority has already indicated it has no objection. The COPIF should make clear that the obligation to provide MIS is not contingent on any third-party permission that is not expressly required by law.
- 109.3. **Change of council:** Incoming MCST councils have claimed ignorance of or non-binding nature of commitments made by the previous council, using the transition as a basis to reset negotiations from scratch. The COPIF should make clear that MIS obligations attach to the building and are not affected by changes in the composition or leadership of the management corporation.
- 109.4. **Disputing coverage need:** BOs have contested the MNO's coverage assessment, claiming that existing coverage is adequate and that no enhancement is required, as a means of avoiding engagement with the remedy. The COPIF should make clear that

where IMDA has determined that a coverage obligation exists, the BO's view on the adequacy of existing coverage is not a basis for non-compliance.

- 109.5. **Radiation concerns:** BOs have refused MIS on the grounds of electromagnetic radiation fears, notwithstanding that MNO deployments comply with all applicable safety standards set by the relevant authorities. The COPIF should make clear that compliance with applicable radiation safety standards is sufficient, and that radiation concerns not grounded in regulatory non-compliance do not constitute grounds for refusing MIS.
- 109.6. **Aesthetic objections:** BOs have refused MIS or sought to impose unreasonable conditions on deployments on the grounds that the equipment would be visually intrusive or inconsistent with the building's aesthetic. While MNOs should make reasonable efforts to minimise visual impact where practicable, aesthetic preference is not a basis for refusing MIS or indefinitely delaying deployment. The COPIF should make clear that aesthetic objections, where not grounded in any statutory planning or conservation requirement, do not constitute grounds for non-compliance.
110. Codifying both the process and its limits sends a clear message: the escalation timeline runs, the obligation stands, and delay is not a strategy the new COPIF will accommodate. This will also allow the installation of equipment for mobile coverage enhancement to proceed at a faster rate.

Definitional Precision

111. The effectiveness of any regulatory framework depends not only on the obligations it imposes but on the precision with which its terms are defined. Ambiguity in key definitions has, in practice, provided building owners with grounds to dispute the application of COPIF obligations to their circumstances, or to contest the scope of what is required of them.
112. We propose that IMDA take the opportunity presented by the 2026 review to audit the definitions used throughout the COPIF and ensure that terms which have given rise to interpretive disputes in practice are defined with sufficient precision to foreclose those disputes. Where terms have been applied inconsistently or contested in escalation cases, IMDA should treat that as a signal that the definition requires tightening. The goal is a framework whose obligations are clear enough that compliance is the path of least resistance and ambiguity cannot be weaponised as a delaying tactic.

Conclusion

113. To summarize:
- 113.1. We are broadly supportive of IMDA's proposed changes to the COPIF, which reflect a continued commitment to ensuring Singapore's telecommunications infrastructure keeps pace with the demands of a 5G environment and a digitally dependent population. That said, our responses across the specific proposals are guided by a single overarching concern: that the 2026 review be used not only to expand the framework's reach, but to correct the implementation failures that eight years of COPIF 2018 have exposed.
- 113.2. On mobile infrastructure, we support the pre-identification of MIS locations through a structured MFCC process, the extension of telecom infrastructure to all accessible basement levels, the inclusion of all street furniture and non-building spaces within the facilitation framework, and the formalisation of PE endorsement as a pre-commencement rather than pre-approval requirement. We propose lower eligibility thresholds to bring smaller developments within the framework's reach, and a standardised one-way letter as the minimum record of MIS provision where no formal agreement is required.
- 113.3. We oppose the proposal to allow building owners to recover access charges from MNOs, save for a narrow carve-out for genuine emergency access to unmanned

buildings outside office hours. We also oppose the proposal that MNOs bear relocation costs whenever a building owner has genuine use for the space, on the basis that relocation of mobile infrastructure has network-wide consequences that the framework must not treat as a routine commercial matter.

- 113.4. On the foundational question of MIS permanence, our position is unambiguous. MIS is regulatory space, not contractual space. Its designation survives the expiry of any agreement governing its use, and survives any change in building ownership. The "parties agree otherwise" carve-out in IMDA's ownership transfer proposal should be removed.
- 113.5. We also raise issues not addressed in the consultation paper — on power contestability, metering, and tapping arrangements — which we ask IMDA to consider as part of the 2026 review.
114. We thank the IMDA for the opportunity to respond to the Consultation and look forward to industry engagements with the IMDA to operationalise these changes and to provide any clarifications on our response if necessary.

Yours sincerely,



Richard Tan
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