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GOVERNMENT NOTICES • GOEWERMENTSKENNISGEWINGS

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## DEPARTMENT OF CO-OPERATIVE GOVERNANCE

NO. 2489

16 September 2022

**STANDARD DRAFT BY-LAWS FOR THE DEPLOYMENT OF ELECTRONIC COMMUNICATIONS AND FACILITIES ISSUED IN TERMS OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT, 2002 (ACT NO. 32 OF 200)**

I, Dr Nkosazana Dlamini Zuma, Minister of Cooperative Governance and Traditional Affairs, hereby, in terms of section 14(1)(b) of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), publish the proposed Standard Draft By-Laws for the Deployment of Electronic Communications and Facilities, in the Schedule hereto, for public comments.

**Any person who wishes to submit written comments on the proposed Standard Draft By-Laws for the Deployment of Electronic Communications and Facilities are hereby invited to do so within 30 days from the date of publication hereof by—**

- (a) posting such comments to the following address:

Department of Cooperative Governance  
Private Bag X804  
**PRETORIA**  
0001;

- (b) delivering such comments by hand at the following address:

Department of Cooperative Governance  
87 Hamilton Street  
Arcadia  
**PRETORIA**; or

- (c) e-mailing such comments to the following address:

[ThabangL@cogta.gov.za](mailto:ThabangL@cogta.gov.za)

Comments must be addressed to the Director-General: Cooperative Governance, and marked for the attention of Mr Sonwabile Nkayitshana.

*NC Zuma*

**DR NKOSAZANA DLAMINI ZUMA, MP**

**MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS**

**DATE:** 30.08.2022

## SCHEDULE

**Definitions**

1. In these Standard Draft By-laws, any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

**“Electronic Communications Act”** means the Electronic Communications Act, 2005 (Act No. 36 of 2005);

**“electronic communications facility”** means electronic communications facility as defined in section 1 of the Electronic Communications Act;

**“electronic communications network”** means electronic communications network as defined in section 1 of the Electronic Communications Act;

**“electronic communications network service”** means an electronic communications network service as defined in section 1 of the Electronic Communications Act;

**“Municipality”** means [*Description of Municipality*]; **“Municipal Area”** means the area of jurisdiction of the Municipality as determined in terms of the Local Government: Municipal Demarcation Act, 1998 (Act No. 27 of 1998);

**“Municipal Land Use Agreement”** means an agreement entered into between the Municipality and the owner of electronic communications facilities deployed in a Road Reserve.;

**“Municipal Lease Agreement”** means an agreement entered into between the Municipality and an entity in respect of works outside a Road Reserve or on Street Furniture

**“Municipal Property”** means property – including land and the Road Reserve – owned or leased by the Municipality in the Municipal Area;

**“Municipal Website”** means the official website of the Municipality as required by section 21B of the Act;

**“radio apparatus”** means radio apparatus as defined in section 1 of the Electronic Communications Act;

**“Road Reserve”** means the space from the building lines on one side of a road to the building lines on the other side of that road;

**“Street Furniture”** means Municipal Property located on or alongside a Road Reserve such as poles owned by the Municipality;

**“the Act”** means the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2002);

**“Wayleave”** means a document issued to a person setting out the terms and conditions upon which that person may deploy and maintain electronic communications facilities within a Road Reserve, excluding Street Furniture;

**“Wayleave Holder”** means the person to whom a Wayleave is issued and includes its agents and contractors;

**“Wayleave issue date”** means the date of issue of a Wayleave by the Municipality as indicated on the Wayleave; and

**“Works”** means the specific activity authorised in a Wayleave.

## **Objectives**

2. (1) The objectives of these Standard Draft By-laws are to—
- (a) facilitate the rapid deployment of electronic communications infrastructure; and
  - (b) ensure uniformity within the context of the competencies, laws and developmental obligations of Municipalities with regard to municipal planning in relation to electronic communications infrastructure.
- (2) The context for the implementation of these Standard By-laws is national policy rapid deployment of electronic communications infrastructure which allows universal access to affordable communications to all South Africans is a foundational element in creating a connected, digitally participative South Africa where people are connected to each other, to business and to their Government.

## **Application**

3. (1) These Standard Draft By-laws must apply to all persons seeking to deploy or operate electronic communications facilities on, under or above Municipal Property.

(2) These Standards Draft By-laws cover the following activities and any combination thereof:

- (a) Trenching and micro trenching and related work in a Road Reserve.
- (b) The siting and erection of poles and stringing of optic fibre cable in a Road Reserve or within a Municipal Area.
- (c) The stringing of optic fibre cable on existing poles in a road reserve or within a Municipal Area.
- (d) The erection of base stations, towers or masts for the location of radio apparatus within a Municipal Area, including micro-cell deployments on Street Furniture.
- (e) Maintenance and operational activities related to already deployed electronic communications facilities.

**Prohibitions**

4. (1) No civil works for the deployment or maintenance of electronic communications facilities may take place in a Road Reserve, without a valid Wayleave being issued therefor.

(2) No deployment of electronic communications facilities attached to—

(a) Municipal Property; or

(b) Street Furniture,

shall be effected without the owner of the electronic communications facilities and the Municipality having first entered into a Municipal Lease Agreement which contains, as a minimum, the provisions contemplated in Schedule B.

(3) All deployments of electronic communications facilities anywhere on, above or under a Municipal Area must have and comply with all other legally required permissions in addition to a Wayleave or Municipal Lease Agreement.

**Application Process: General**

5. (1) The application for a Wayleave must be made on a Wayleave application form substantially similar to the form contained in Annexure A.

(2) The Wayleave application form may be obtained—

(a) from the Municipality's head office; or

(b) online from the Municipal Website.

(3) Prior to submitting the Wayleave application form, the applicant must obtain any necessary approval from all relevant authorities and affected providers.

(4) Application fees for a Wayleave are as set out in the annual budgeting framework adopted by the Municipality in line with applicable legislation and policies.

(5) Current fees are available from the Municipal Website

(6) Application fees are non-refundable.

**Application Process: Standard Works**

6. (1) A completed Wayleave application form referred to in by-law 5(1) must include at least the following:

(a) Drawings in digital format or three (3) copies of drawings of the proposed work, clearly showing the following:

(i) The full extent of the deployment, including—

- (aa) any deployment of electronic communications facilities on, under or over private land in the Municipal Area; and
      - (bb) the position and size of ancillary and supporting facilities (such as cabinets, containers, manholes, handholes and junction boxes).
    - (ii) The position of other services infrastructure already deployed in the area, and any above-ground cable location or pilot holes undertaken must be done by prior arrangement with and under supervision of the Municipality.
    - (ii) The depth of all electronic communications facilities below the road, where trenching is planned.
    - (iv) The distance of the Works from the boundary of the Road Reserve, where relevant.
    - (v) Where aerial fibre is planned, the dimensions and functionality of poles, where they are to be sited and the height at which fibre will be strung.
  - (b) The proposed reinstatement.
  - (c) The proposed commencement date and expected duration of the Works.
  - (d) Details of consents or permissions required from third parties for the planned deployment and proof that these have been obtained.
  - (e) Where applicable, a statement that the leasing of existing electronic communications facilities has been investigated and is not feasible.
  - (f) Where applicable, evidence that the applicant has met the infrastructure sharing notification requirements set out in by-law 10.
  - (g) A completed compliance statement as provided for in the Wayleave application form.
  - (h) A Municipal Land Use Agreement between the owner/operator of the electronic communications network and the Municipality which contains as a minimum the provisions contemplated in Schedule A.
- (2) Completed application forms must be submitted to [the designated point of contact in the Municipality] [or through the online wayleave portal available at [www.Municipality.gov.za/wayleave\\_management\\_portal](http://www.Municipality.gov.za/wayleave_management_portal)].
- (3) Submitted Wayleave application forms must be vetted by the Municipality for completeness, including payment of the application fee.
- (4) The Municipality must notify the applicant in writing within five (5) working days of receipt of a Wayleave application form that—
- (a) the Wayleave application form is complete and that all required information has been submitted and payments made. The date on this notice will be considered as the wayleave submission date; or

(b) the Wayleave application form is not complete and must be resubmitted, and such notice will specify the requirements which have not been met, and these must be complied with within a further fifteen (15) working days, failing which a completely new application will have to be submitted.

(5) A Wayleave application must be processed within 30 working days from the Wayleave submission date, and if the Municipality requires additional time for processing the application, it will notify the applicant in writing prior to expiry of the initial period that a maximum of a further 30 working days is required.

(6) The Municipality may, during the Wayleave application processing period, consult with the applicant regarding aesthetic considerations and concerns relating to the planned Works and may require that—

- (a) subject to sub-bylaw (7), the applicant conducts a public participation process in respect of affected persons; or
- (b) terms and conditions relating to the preservation of the aesthetic character of an area are included in a Wayleave issued.

(7) The requirement to conduct a public participation process shall not apply where—

- (a) the applicant is required to undertake a heritage impact assessment under the National Heritage Resources Act, 1999 (Act No. 25 of 1999), or an environmental impact assessment under the National Environmental Management Act, 1998 (Act No. 107 of 1998); or
- (b) a public participation process acceptable to the Municipality has already been conducted by the applicant.

#### **Application Process: Emergency and Maintenance Works**

7. (1) Processing of Wayleaves for Emergency Works rank higher in priority than Wayleaves for standard works and maintenance works (which are equally ranked).

(2) Wayleaves for emergency or maintenance works may only be applied for in respect of electronic communications facilities deployed under a Wayleave issued by the Municipality.

(3) A completed application form must include at least the following:

- (a) Drawings in digital format or three (3) copies of drawings clearly indicating where Works will be conducted.
- (b) The nature of the emergency, in the case of emergency works.
- (c) The proposed commencement date and expected duration of the Works.
- (d) A completed compliance statement as provided for in the Wayleave application form.



(4) Completed application forms must be submitted to [the designated point of contact in the Municipality] [or through the online wayleave portal available at [www.Municipality.gov.za/wayleave\\_management\\_portal](http://www.Municipality.gov.za/wayleave_management_portal)].

(5) Submitted Wayleave application forms will be vetted by the Municipality for completeness, including payment of the application fee.

(6) The Municipality will notify the Wayleave Holder, as soon as practicable, that—

- (a) the Wayleave application form is complete and that all required information has been submitted. The date on this notice will be the Wayleave submission date; or
- (b) the Wayleave application form is not complete and such notice must specify the requirements which have not been met, that these must be complied with within a further fifteen (15) working days failing which a completely new application will have to be submitted.

(7) A Wayleave application must be processed as soon as practicable after the Wayleave submission date.

#### **Obligations of Wayleave Holder**

8. (1) A Wayleave Holder is required to maintain compliance with applicable law as set out in the Wayleave application form for the duration of the Wayleave.

(2) A Wayleave Holder is responsible for the acts and omissions of its agents and contractors in the performance of the Works.

(3) A Wayleave Holder must take steps necessary to verify the exact location and type of already deployed services infrastructure prior to the commencement of the Works.

(4) A Wayleave Holder must commence with the Works within ninety (90) working days of the Wayleave issue date, and written notification of the date and location of planned commencement must be provided to the Municipality no less than twenty (20) working days prior to such date. Extensions to the planned commencement date and completion date may be approved by the Municipality on good cause shown.

(5) The Municipality may require a Wayleave Holder to—

- (a) publish a notice of the planned Works which must include dates and routes and areas for the benefit of potentially affected persons; and
- (b) display the name and contact details of the Wayleave Holder at the site of the Works.

(7) A Wayleave Holder must ensure that a physical copy of the Wayleave is kept on site at all times when the Works are being performed.

(8) All Works shall be undertaken between the hours indicated in the Wayleave. Different work hours may be set for works that are—

- (a) noisy, invasive or disruptive; and
- (b) any other works that do not create any disturbance or other risk to labour or the public.

(9) A Wayleave Holder must, within ten (10) working days of the date of the issue of a completion notice, provide the Municipality with as-built drawings and geographical information systems (GIS) information in respect of the completed Works, signed by a professional engineer.

(10) A Wayleave Holder shall maintain sufficient public liability and indemnity insurance, taking into account the nature and the extent of the Works.

### **Obligations of Municipality**

9. (1) The Municipality shall process Wayleave applications—

- (a) for emergency works, in accordance with the severity of the emergency;
- (b) for standard and maintenance works—
  - (i) on a first-come-first-served basis, subject to its right to play an active role in co-ordinating overlapping applications to ensure efficient use of Municipal Property; and
  - (ii) on a non-discriminatory basis, taking into account the nature and scope of the application; and
- (c) taking into account national policy relating to the rapid deployment of electronic communications facilities.

(2) Subject to by-law 21, the Municipality will provide the Wayleave applicant with such records as it possesses relating to potentially affected services, such as gas, water, electricity and other infrastructure providers and affected servitudes.

(3) This information contemplated in sub-bylaw (2) will be provided for information purposes only and the Municipality disclaims any liability for reliance thereon: It remains the responsibility of the Wayleave Holder to verify the existence and location of the indicated infrastructure.

(4) The Municipality has the right to supervise the execution of the Works authorised by a Wayleave.

(5) The Municipality will issue a completion notice once it is satisfied that the Works have been completed and all necessary reinstatement and rehabilitation have been undertaken successfully.

(6) The Municipality will co-ordinate all users of Municipal Property, and to this end the Municipality must—

- (a) keep up-to-date records of all infrastructure deployed on, under or above Municipal Property;
- (b) ensure that any third party applying to the Municipality to undertake work in, on or under the Municipal land or Municipal Property, which may impact on electronic communications facilities deployed by a Wayleave Holder, notifies that Wayleave Holder, in writing, in advance of any planned works and affords that Wayleave Holder a right of supervision;
- (c) notify Wayleave Holders of any works to be undertaken by the Municipality, which may impact on electronic communications facilities deployed by that Wayleave Holder.

(7) The Municipality shall publish current information about the Wayleave process as provided for in these bylaws on the Municipal Website.

#### **Efficient use of Municipal Property**

**10.** (1) An applicant shall, prior to the submission of a Wayleave application, take reasonable steps to notify interested parties of its intention to apply for a Wayleave.

(2) Reasonable steps contemplated in sub-bylaw (1) must include—

- (a) the publication of a notice in the print and online version, if any, of a local newspaper; and
- (b) sending a notification to all members of any database established for this purpose, of the intended application.

(3) A notice referred to in sub-bylaw (2) must—

- (a) provide details that are reasonably required for third parties to determine whether they wish to enter into a co-build or similar arrangement with the Wayleave Holder; and
- (b) allow no less than ten (10) working days for interested parties to respond.

(4) The Municipality may include a requirement in a Wayleave that the Wayleave Holder deploy additional duct space or dark fibre when trenching main routes or crossing roads to allow for facilities leasing and infrastructure sharing and avoid inefficient use of Municipal Property.

#### **Standards and specifications**

**11.** Standards and specifications applicable to the Works, rehabilitation and reinstatement must be set out in the Wayleave and Municipal Land Use Agreement or Municipal Lease Agreement and can be obtained from the Municipal Website.

#### **Tariffs**

**12.** (1) Tariffs relating to—

- (a) applications for Wayleaves or other permissions;

(b) the deployment and maintenance of electronic communications facilities on, under or above Municipal land or Municipal Property; and

(c) remedial work where there has been non-compliance by the Wayleave Holder,

are formulated and reviewed annually under the Municipality's Tariff Policy.

(2) Current tariffs can be obtained from the Municipal Website

### **Bank guarantees**

**13.** (1) The Municipality will require that a Wayleave Holder provide it with an irrevocable bank guarantee intended to provide the Municipality with access to funds to remedy non-compliance by the Wayleave Holder and damage caused to Municipal Property.

(2) The bank guarantee must be furnished to the Municipality prior to commencement of Works and must set out the following:

(a) A description of the events covered by the bank guarantee and the manner which the quantum of the guarantee has been calculated.

(b) The term of the bank guarantee, which shall be no longer than 18 months from the Wayleave issue date.

(c) The process for the Municipality to call on the bank guarantee, which should allow for individual claims payable in no more than twenty (20) working days.

(3) The Municipality will give the Wayleave Holder reasonable written notice of its intention to call on the bank guarantee and afford it a reasonable opportunity to make representations in this regard.

(4) The Municipality reserves the right to require on good cause shown that the Wayleave Holder provide a further bank guarantee for a reasonable period, and good cause in this context includes but is not limited to—

(a) the exhaustion of the bank guarantee through claims against it by the Municipality prior to its expiry; and

(b) continuing engineering concerns about damage to Municipal Property.

### **Indemnity**

**14.** Wayleave Holders are required to indemnify and hold harmless the Municipality, its staff and representatives in respect of—

(a) any claims for damage caused to third party infrastructure or interruption or the degradation of third-party services caused by the Wayleave Holder; and

- (b) any claims for damage caused by other holders of Wayleaves to the Wayleave Holder's electronic communications facilities or electronic communications network.

### **Sanctions for non-compliance**

15. (1) In addition to tariffs setting out the charges levied by the Municipality where it is required to undertake remedial work, the Municipality has also determined sanctions to be imposed on Wayleave Holders that breach the terms and conditions of their Wayleave.

(2) Sanctions imposed are set out alongside the current tariffs and can be obtained from the Municipal Website].

(3) Where the Municipality determines that the Wayleave Holder is in breach of the terms of the Wayleave, then in addition to claims for remedial work and imposing a sanction as provided for, it reserves the right not to accept any further Wayleave applications until the Wayleave Holder is in good standing with the Municipality.

(4) The Municipality may further exercise its right to lodge a complaint with Independent Communications Authority of South Africa where it is of the view that the Wayleave Holder or party to a Municipal Land Use Agreement or Municipal Lease Agreement is an electronic communications network service licensee acting in contravention of its licence terms and conditions.

(5) The Municipality's exercise of a sanction or remedy is without prejudice to its rights to exercise any of the other sanction or remedy.

### ***Ad hoc incentives***

16. (1) The Municipality may, in its sole discretion, apply incentives for the deployment of electronic communications facilities in areas in the Municipality that are without access to affordable broadband services.

(2) In exercising its discretion under this by-law, the Municipality will have regard to national policy relating to rapid deployment of electronic communications facilities and the transformative effect of inclusive access to affordable electronic communications.

### **Amendments of Wayleave terms and conditions**

17. (1) The terms and conditions of a Wayleave may be amended only where—

(a) an amendment thereof is reasonably required—

- (i) due to new information that was not in the Municipality's knowledge when the Wayleave was granted, and which is material to the operation of the Wayleave;

- (ii) to give effect to a law of general application; or
  - (iii) to give effect to a court order; or
- (b) the Municipality and the Wayleave Holder have consented thereto.
- (2) The Municipality will issue the Wayleave Holder with a revised Wayleave.

#### **Removal or relocation of electronic communications facilities**

**18.** (1) The Municipality is required to bear the cost of any alteration or removal of electronic communications facilities by a Wayleave Holder which is necessary due to work undertaken by the Municipality.

(2) Where a Wayleave Holder believes that any tree or vegetation on Municipal Property obstructs, interferes with or is likely to interfere with the working or maintenance of deployed electronic communications facilities, it must provide a notice, in writing, to the Municipality of the requirement for remedial action.

(3) If remedial action contemplated in sub-bylaw (2) is not completed within a reasonable period, a Wayleave Holder may itself take the required steps to remove the obstruction or interference, and the Wayleave Holder shall bear the cost of any remedial action taken under this subsection.

(4) Where a Wayleave Holder requires the removal, alteration or relocation of Municipal Property, it must submit a request, in writing, to the Municipality for consideration by the Municipality.

(5) Where the Municipality consents to a request contemplated in sub-bylaw (4), the cost of the required work shall be borne by the Wayleave Holder.

(6) A Wayleave Holder shall—

- (a) consult with the Municipality regarding end-of-life or decommissioning of electronic communications facilities deployed;
- (b) comply with the reasonable instructions of the Municipality regarding the removal of the electronic communications facilities and rehabilitation or reinstatement, where applicable; and
- (c) bear the cost of any removal and rehabilitation or reinstatement, as the case may be.

#### **Transferability of agreement**

**19.** Municipal Land Use Agreements and Municipal Lease Agreements are transferable subject to the prior agreement, in writing, of the Municipality, which agreement shall not be unreasonably withheld or delayed.

**Dispute resolution**

**20.** (1) The Municipality will seek to resolve disputes arising from the implementation of this Standard Draft By-laws through negotiation and the involvement of government structures, created to facilitate rapid deployment of electronic communications facilities, such as the Rapid Deployment Co-ordinating Committee.

(2) A failure by the Municipality to comply with the time periods for processing applications for Wayleaves must be reported to the Rapid Deployment Co-ordinating Committee. This can be done by either party by sending an e-mail to [rdcc@dcddt.gov.za](mailto:rdcc@dcddt.gov.za).

(3) Nothing in this by-law restricts the right of the Municipality or the Wayleave Holder to approach a court of competent jurisdiction for relief on an urgent basis.

**Confidentiality and protection of personal information**

**21.** (1) All plans, drawings and other documents, exchanged with a Wayleave Holder, that are not in the public domain or should not properly be in the public domain shall be regarded as confidential information.

(2) Subject to sub-bylaw (3), the Municipality and a Wayleave Holder shall not share confidential information other than to the extent necessary for the Wayleave application and implementation processes, or where there is a legal duty to do so.

(3) To the extent that any personal information as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), is contained in a Wayleave application form or other communications between the Municipality and a Wayleave Holder, each party shall comply with its obligations under the said Act in the processing of that personal information.

**Formal communications**

**22.** (1) All communications between the parties relating to a Wayleave must be in writing.

(2) The Municipality and a Wayleave Holder shall each appoint a representative for the sending and receipt of formal communications under the Wayleave, and the contact details of the representative must be set out in the Wayleave.

(3) A representative may be changed on reasonable written notice to the Municipality or the Wayleave Holder as the case may be.

(4) All written communications delivered by hand or courier shall be deemed to have been received on the business day after day of delivery, and all electronic communications delivered by facsimile or email shall be deemed to have been received on the business day after sending.

**Review**

**23.** These Standard Draft By-laws shall be reviewed every two (2) years.

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## Annexure A

## Wayleave Application Form

Completed application forms must be submitted to [the designated point of contact in the Municipality] [or through the online wayleave portal available at [www.Municipality.gov.za/wayleave\\_management\\_portal](http://www.Municipality.gov.za/wayleave_management_portal)].

Part A - Applicant (person to whom the wayleave is issued)			
Registered Name:		Trading As:	
Company Registration Number:		Physical address:	
Telephone:		Email:	
Part B - Owner/operator of electronic communications facilities (person who will be operating the electronic communications facilities after deployment)			
Registered Name:		Trading As:	
Company Registration Number:		Physical address:	
Telephone:		Email:	
Part C - Details of application			
Type of Wayleave	<input type="checkbox"/> Standard Works (complete Part D)	<input type="checkbox"/> Emergency Works (Complete Part E)	
Part D – Standard Works			
The proposed commencement date of the Works:			
The expected duration of the Works:			
Attach the following:			Attached
All applications	Drawings in digital format / Three (3) copies of drawings of the proposed work, clearly showing the full extent of the deployment, including: <ul style="list-style-type: none"> <li>any deployment of electronic communications facilities on, under or over private land in the Municipal Area; and</li> <li>the position and size of ancillary and supporting facilities (such as cabinets, containers, manholes, handholes and junction boxes).</li> <li>the position of other services infrastructure already deployed in the area. Any above-ground cable location or pilot holes undertaken must be done by prior arrangement with and under supervision of the Municipality.</li> </ul>		<input type="checkbox"/>
Trenching	Depth of all electronic communications facilities below the road. Distance of the Works from the boundary of the Road Reserve		<input type="checkbox"/> <input type="checkbox"/>
Aerial	Where aerial fibre is planned, the dimensions and functionality of poles and where they are to be sited as also the height at which fibre will be strung.		<input type="checkbox"/>
Details of consents or permissions required from third parties for the planned deployment and proof that these have been obtained.	Other municipal consents:		<input type="checkbox"/>
	Environmental:		<input type="checkbox"/>
	Heritage:		<input type="checkbox"/>
	Affected parties:		<input type="checkbox"/>
	Other		<input type="checkbox"/>
			<input type="checkbox"/>
		<input type="checkbox"/>	
Municipal Land Use Agreement			<input type="checkbox"/>
Sharing notification requirements set out in [bylaw 9]			<input type="checkbox"/>
I, the undersigned _____ certify that I have confirmed with each of the parties having electronic communications facilities affected by the proposed Works that the lease of the affected party's facilities is:		<input type="checkbox"/> Feasible	
		<input type="checkbox"/> Not feasible	
Part E – Emergency Works			

Original Wayleave reference:		
The proposed commencement date of the Works:		
The expected duration of the Works:		
Nature of emergency:		
Attach the following:		Attached
All applications	Drawings in digital format / Three (3) copies of drawings clearly indicating where Works will be conducted.	<input type="checkbox"/>

For Office Use:				
Application Fee Paid:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Decision:	<input type="checkbox"/>	Approve	<input type="checkbox"/>	Declined
If declined – reasons:				
Reasons communicated to applicant	Date:			
	Method:			
	Delivery confirmed:			

**Schedule A****Framework Municipal Land Use Agreement**

1. Parties
  - (1) Municipality.
  - (2) [●] ("Network Operator").
2. Duration
  - (1) From Wayleave issue date to Network end-of-life.
3. Network Operator's rights
  - (1) Continued use and possession of Municipal Property in the Municipal Area.
  - (2) Receipt of prior notice of affecting Works.
4. Network Operator's obligation
  - (1) Act in good faith *vis-à-vis* other parties with infrastructure in proximity to the Network Operator's electronic communications facilities.
  - (2) Share infrastructure where economically and technically feasible to do so in accordance with the Facilities Leasing Regulations 2010, as published in Government Gazette No. R. 468 of 31 May 2010.
  - (3) Notify the Municipality of end-of-life of a network at least 12 months ahead of end-of-life.
5. Payment of charges
  - (1) Charges:
  - (2) Ongoing charges payable by the Network Operator.
  - (3) Payment terms.
  - (4) Escalations set in the MTREF.
6. Points of contact
  - (1) Municipality.
  - (2) Network Operator.
7. Assignment
  - (1) Will only assign the rights and obligations with written consent of the Municipality, which will not be unreasonably withheld.
8. Dispute resolution
  - (1) Escalation to the RDCC.

**Schedule B****Framework Municipal Lease Agreement****1. Parties**

- (1) Municipality.
- (2) [●] ("Lessee").

**2. Description of lease area****3. Duration**

- (1) Lease commencement.
- (2) Lease duration.
- (3) Renewal.

**4. Lessee's rights**

- (1) Continued use and possession of leased area.

**5. Lessee's obligation**

- (1) Return leased area in good condition.
- (2) Pay lease amounts on due date.
- (3) *[Other relevant conditions]*.

**6. Payment of lease amount**

- (1) Lease amount.
- (2) Payment terms.
- (3) Escalations.

**7. Points of contact**

- (1) Municipality.
- (2) Network Operator.

**8. Assignment**

Will only assign the rights and obligations with written consent of the Municipality, which will not be unreasonably withheld.

**9. Dispute resolution:**

- (1) Escalation to the RDCC.







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