


MAFUBE LOCAL MUNICIPALITY



<p><u>MAFUBE LOCAL MUNICIPALITY</u></p> 	
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MAFUBE LOCAL MUNICIPALITY

BY-LAWS FOR THE DEPLOYMENT OF ELECTRONIC COMMUNICATIONS INFRASTRUCTURE

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Objectives

1. (1) The objectives of these By-laws are to—
 - (a) facilitate the rapid deployment of electronic communications infrastructure in the Municipal Area;
 - (b) ensure that all residents within the Municipal Area have access to affordable, high quality electronic communications infrastructure; and
 - (b) ensure uniformity within the context of the competencies, laws and developmental obligations of municipalities in South Africa with regard to municipal planning in relation to electronic communications infrastructure.
- (2) The context for the implementation of these By-laws is:
 - (a) the XXXXX [●] Policy as approved by the Municipal Council on [●], available from _____.
 - (b) national policy on rapid deployment of electronic communications infrastructure, which allows universal access to affordable communications to all South Africans. This 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.

Definitions

2. In these 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—
 - “**Completion Certificate**” means the document issued by the designated Municipal official as proof that Works have been completed as required and to the satisfaction of the Municipality, a template of which is provided as Annexure B;
 - “**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;
 - “**Emergency Works**” means (a) necessary works that are required to restore failures affecting multiple subscribers and end-users (both as defined in the Electronic Communications Act); (b) for which there is no workaround; and (c) does not comprise Minor Works;
 - “**Minor Works**” means maintenance or remedial work on electronic communications facilities or networks installed in terms of a Wayleave that (a) can be completed in less than 24 hours; (b) in respect of which access is governed under a Municipal Land Use Agreement or Municipal Lease Agreement and/or (c) does not involve any of the following: damage or risk of damage to Municipal Property and third parties’ property, disruption to traffic, danger or risk of danger to the public;
 - “**Municipality**” means [●] 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 any property which the Municipality either owns or has personal rights to, such as, for example, the right to use, manage, occupy or control the property. Municipal Property includes Street Furniture and the Road Reserve and is located within the Municipal Area;

“Municipal Website” means www.mafubelm.co.za ;

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

“Road Reserve” means the space between cadastral lines either zoned for road use or set aside for road use in the title deed or a servitude registered over land;

“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.

Application

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

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

Prohibitions and Minor Works

4. (1) Subject to by-law 4(4), no civil works for the deployment or maintenance of electronic communications facilities or the performance of Emergency Works 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.

(4) No Wayleave shall be required for the execution of Minor Works.

Application Process: General

5. (1) The application for a Wayleave or an extension thereof 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.

(4) The order in which Wayleave applications will be processed will be as follows:

(a) Emergency Works;

(b) Extensions of current Wayleaves;

(c) Standard works and maintenance Works on a first-in-first-out basis, but subject to the Municipality's right to play an active role in co-ordinating overlapping applications to ensure efficient use of Municipal Property.

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 the Municipality, which shall have the right to supervise such activities.
 - (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.
 - (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 eight (8) 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 completed 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 the expiry of the initial period that a maximum of a further 15 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.

(8) The Municipality shall issue a Wayleave in the form set out in Annexure C.

Application Process: Emergency and Maintenance Works

7. (1) Processing of Wayleaves for Emergency Works ranks 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.

(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 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.

Application Process: Extension of Wayleave

7. (1) Immediately on becoming aware of any circumstances that cause a delay in the completion of the Works and the extent thereof, the Wayleave Holder must submit a request for an extension of the Wayleave.

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

(a) The original Wayleave number;

(b) The original expiry date of the Wayleave for which an extension is sought;

(c) The revised expiration date applied for; and

(d) The circumstances necessitating an extension.

(3) The Municipality will process completed extension applications as soon as is reasonably practicable.

(4) The Municipality may reject any extension application which is not complete.

(5) The Municipality may in its sole discretion refuse any extension application where reasonable grounds exist for doing so.

Obligations of Wayleave Holder

9 (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.

(6) 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.

(7) 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.
- (8) 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 geomatics professional as defined in the Geomatics Profession Act, No. 19 of 2013.
- (9) A Wayleave Holder shall maintain sufficient public liability and indemnity insurance, taking into account the nature and the extent of the Works.
- (10) A Wayleave Holder shall be charged for any infrastructure and third party damages.

Obligations of Municipality

- 10.** (1) The Municipality shall process Wayleave applications—
- (a) for Emergency Works, in accordance with the severity of the emergency;
 - (b) for extensions —
 - (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;
 - (c) 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
 - (d) taking into account national policy relating to the rapid deployment of electronic communications facilities.
- (2) Subject to by-law 22, 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-by-law (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 by-laws on the Municipal Website.

Efficient use of Municipal Property

11. (1) An applicant shall, prior to the submission of a Wayleave application, take reasonable steps to notify third-party infrastructure providers 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

12. 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

13. (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.

Guarantees

14. (1) The Municipality will require that a Wayleave Holder provide it with an irrevocable bank or performance guarantee issued by a reputable financial institution 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 or performance guarantee must be furnished to the Municipality prior to the commencement of Works and must set out the following:

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

(b) The term of the bank or performance guarantee, which shall be no longer than 12 months from the Wayleave issue date.

(c) The process for the Municipality to call on the bank or performance 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 or performance guarantee and afford it a reasonable opportunity of no less than 15 working days to make representations in this regard or to cure the non-compliance.

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

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

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

Indemnity

15. 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

16. (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 the 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

17. (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 the rapid deployment of electronic communications facilities and the transformative effect of inclusive access to affordable electronic communications.

Amendments of Wayleave terms and conditions

18. (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

19. (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 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

20. 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

21. (1) The Municipality will seek to resolve disputes arising from the implementation of these By-laws through negotiation and the involvement of government structures created to facilitate rapid deployment of electronic communications facilities, such as the Rapid Deployment National 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 National Co-ordinating Committee. This can be done by either party by sending an email to rdcc@dcdt.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

22. (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

23. (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 the 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

24. These By-laws shall be periodically reviewed and such review shall take note of any amendments to legislation or amendments to the National Standard By-Laws gazetted from time to time by the Minister for Co-operative Governance and Traditional Affairs under the Municipal Systems Act. Any amendments shall be effective upon adoption by Council and publication.

Records of Approval

Meeting	Date	Signature (Chairperson)
<Name of structure> i.e., ICT SteerCo	<Date>	
<Council>	<Date>	
Deployment of Electronic Communications Facilities (Wayleaves) Bylaw <Financial year>		
Council	<Date>	<Resolution> (i.e., REVIEWED, APPROVED AND ADOPTED WITH AMENDMENTS)

Annexure A - Wayleave Application Form

Completed application forms must be submitted to the designated point of contact in the Municipality.

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 the application			
Type of Wayleave	<input type="checkbox"/>	Standard Works (complete Part D)	<input type="checkbox"/>
		Extension (Complete Part F)	<input type="checkbox"/>
		Emergency Works (Complete Part E)	<input type="checkbox"/>
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"> any deployment of electronic communications facilities on, under or over private land in the Municipal Area; and the position and size of ancillary and supporting facilities (such as cabinets, containers, manholes, handholes and junction boxes). the position of other services infrastructure already deployed in the area. Any above-ground cable location or pilot holes undertaken must be made by prior arrangement with and under the supervision of the Municipality. Health and safety plan Reinstatement designs with reference to applicable specifications Traffic accommodation plan / Lane closures 		<input type="checkbox"/>
Trenching	Depth of all electronic communications facilities below the road.		<input type="checkbox"/>
	Distance of the Works from the boundary of the Road Reserve		<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"/>
Municipal Land Use Agreement			<input type="checkbox"/>
Sharing notification requirements			<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: I confirm further:			<input type="checkbox"/> Feasible
			<input type="checkbox"/> Not feasible

<ul style="list-style-type: none"> The correctness of the information set out in this application and indemnify and hold harmless the Municipality in respect of any loss or damage occasioned to third parties as a result of the granting of the Wayleave applied. That the applicant will comply with all specifications and requirements of the Municipality in performing the Works. 		
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Part E – Emergency Works		
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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"/>

Part F – Extension		
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Original Wayleave reference:		
Original expiration date:		
Extension required until (insert new expiration date):		
Reasons for extension:		

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

Annexure B – Completion Certificate

CHECKLIST TO BE COMPLETED PRIOR TO REINSTATEMENT

STATUS	FAULTS ENCOUNTERED	NAME OF RESPONSIBLE PERSON	DATE	SIGNATURE OF RESPONSIBLE PERSON
Project commencement				
Security and risk barriers maintained				
Vehicle accesses kept open				
Pedestrian safety and security				
Neatness of site				
Backfilling inspected				
Asphalt required				
Sidewalk reinstated				
As built plan provided				
GPS Coordinates list provided of route and KMz file format				
Any damages to services				
Project completion date				

Water and sanitation comments				
Electrical comments				
Roads and stormwater comments				
Land Surveyor Compliance Inspection				
Town Planning Compliance Inspection				
Service Delivery Manager Comments and signature				

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Annexure C – Template Wayleave Document

[Date]

[Applicant details]

ATTENTION:

RE: APPROVAL OF AN APPLICATION FOR FIBRE INSTALLATIONS (WAYLEAVE) ON MUNICIPAL OWNED PROPERTIES: [DETAILS] IN TERMS OF THE [●] MUNICIPALITY WAYLEAVE POLICY 2021 AND [●] MUNICIPALITY BY-LAWS FOR THE DEPLOYMENT OF ELECTRONIC COMMUNICATIONS FACILITIES

The Acting Executive Manager, LED and Planning, acting on powers delegated to him by the Mayoral Committee of [●] Municipality, hereby approves the abovementioned wayleave application.

Please note that your application for wayleave submitted to the municipality electronically and hard copies has been provisionally approved, under the explicit conditions that GPS coordinates and relocation certificates by a registered Land Surveyor must be provided for all changes to the position of the wells.

- a. Work will only be done as per the submitted and approved application
- b. The Approval is for the Fibre cable installation in [LOCATION DETAILS] as per the attached approved plans indicating the consented routes only.

Streets affected and calculations table;

SUB-PLACE	STREET NAME	TOTAL DISTANCE

- c. Municipal services are indicated, being Water, Sanitations, Electricity and Existing Fibre mains, and you need to proceed with caution. You may however encounter additional services. Copies of plans must be requested from the Infrastructure and Local Economic Development and Planning department prior to excavation. Please note the following conditions, which apply in respect of any work undertaken by your utility: -
 - i. You are required to proceed with the necessary care and report any damage to municipal services without delay.
 - ii. A sleeve pipe must be installed for all infrastructure (fibre cables) to be installed underground.
 - iii. Damage caused unnecessarily to Council Services will be for your account.
 - iv. Cable routes, whether in sleeves or not, may not hamper the free flow of stormwater.
 - v. No cables may thus be installed within pipes, culverts or underneath bridge decks without detail drawings being provided before construction.
 - vi. XXXX and its contractors must ensure that there is zero encroachment to private properties. Should there be an encroachment to private owned properties, a fine and suspension of the service will be applicable immediately.
 - vii. Poles on sidewalks or within the road reserve are not acceptable without a formal municipal lease agreement. The restrictions on the height of poles must be discussed with the infrastructure department prior to installation
 - viii. Before any excavations are undertaken within one meter of any electrical cable, the Executive Manager: Service Delivery is to be notified in person, so that the electrical high- and low-tension cables can be pointed out on site to your personnel.
 - ix. Any work on sidewalks/sites is to be adequately barricaded and after completion thereof, to be reinstated to the Council's satisfaction without delay.

- x. No work may disadvantage the Council's services. Manholes, pillars or boxes may not form an obstruction on roads or sidewalks and must be finished to the Council's satisfaction.
- xi. Where trenching is done across tarred surfaces, kerbs and/or paving, an official order must be provided immediately after the work has been completed.
- xii. Current rates will be charged. Alternatively, your contractor may repair the trench to the Council's satisfaction (Inspection is mandatory).
- xiii. The Water & Sewer department has requested that particular care is to be exercised i.r.o. house connections. Please contact the Water & Sewer Dept. on xxx xxxx xxx, before commencing excavations, so that they can meet your team on site.
- xiv. Any cable route situated within the CBD, shall have no more than 100m of open trench, and the trench shall be immediately reinstated, after the conduit is installed.
- xv. Access to consumers premises shall be maintained at all reasonable times.
- xvi. You may be required to share the conduit and/or cable route with other service providers.
- xvii. Traffic safety is to be adhered at all times during erection of the power line cables and during the maintenance of cables or poles.
- xviii. Upon receipt of comments from the Municipality, Department of Roads and Transport, Eskom/Rural Maintenance or any other affected department and its entities whatsoever in the future, all conditions are to be adhered. Revised GPS coordinates and relocation certificates by a registered Land Surveyor will therefore be required.
- xix. On receipt of a formal complaint deemed appropriate, Council reserves the right to impose further conditions and/or requirements or withdraw the consent in part or wholly without liability for compensation for damages or losses incurred.

Additional requirements:

- xx. ...
- xxi. ...
- xxii. ...
- xxiii. ...

If any of our services is/are damaged and the town's supply is compromised, you will be held accountable for damages as per the policy and subsequent indemnity form.

The included Completion Certificate and check list is to be signed off at each stage by the relevant official or his nominee if the checklist is not completed as per this approval letter in line with the policy this approval is considered invalid and thus not a wayleave holder.

The check list is to be kept on site and completed as per the proposed stages (if not signed as per the stages this warrants the approval INVALID).

A GPS co-ordinate list of the route together with a Relocation Certificate from a registered Land Surveyor (all changes in direction) is mandatory to be handed in upon completion, else no further wayleaves will be approved.

Please take note of the fines which may be imposed (As per the [●] Municipality's Approved Tariffs 2022-2023 – available from the Municipal Website) by the Municipality .

Please include an email address and direct cell phone number of persons in charge on site, in all future correspondence.

The original of this letter, together with the annotated plan(s) may be picked up from our offices during working hours (07h30 – 13h00, 13h45 – 16h15, Mon – Fri).

AUTHORISED SIGNATORY

Annexure D – Wayleave Tariff charges

1. Wayleave charges

Standard Activity	Unit of Measurement	Tariff
Road riding surface	Square meter (m ²)	R 1,200.00
Backfilling	Square meter (m ²)	R 1,024.00
Paved Footways	Square meter (m ²)	R 650.00
DCP Testing (excluding transport, labour and administration)	Per test	R 300.00
Unpaved Footways	Square meter (m ²)	R 600.00
Kerbing	Linear meter (m)	R 950.00
Temporary Reinstatments	Square meter (m ²)	R 500.00
Wayleave processing fee (Non refundable)	Sum per project application per suburb	R 1,000.00
For re-inspection where previous inspection had failed and work was redone		R 3,000.00
Penalty for failed reinstatements done by own agent		R 10,000.00
Security Deposit		15 percent of the total cost of the total project cost/R15 Thousand Rand.Which ever is greater

FINE FOR UNAPPROVED WAYLEAVE – R10 000.00

The above tariffs excludes Vat.

Schedule A - Framework Municipal Land Use Agreement

TBI once finalised

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Schedule B - Framework Municipal Lease Agreement

TBI once finalised

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