

Guidance Note for Submission of Application for Installing Micro-cell Base Station on Highway Facilities or on Unleased and Unallocated Government Land

1. Purpose

1.1 The purpose of this guidance note is to set out the required principles and procedures for making applications by network operators (the "operators") which are approved by the Telecommunications Authority for the installation of Micro-cell Base Stations (MCBS) on highway facilities or on unleased and unallocated Government land. (Note: Unallocated Government land means Government land that has not been allocated to or vested in any particular Government bodies.) MCBS includes mobile telephone base stations for mobile telephone services and Wi-Fi access points and related facilities for public wireless LAN services.

2. Summary of Application Procedure

2.1 The application is divided into two stages: coordination and technical approval.

- Coordination Stage — The operators are required to submit to the Office of the Telecommunications Authority (OFTA) their master plans on the proposed locations of MCBS.

On the part of Government, processing work includes resolving conflicts and maximizing the share-use of facilities, circulation for comments amongst concerned departments, and endorsement of the master plan by OFTA, as well as issue of block approval short term tenancy document and collection of charges by Lands Department (Lands D).

- Technical Approval Stage — The operators have to submit to OFTA detailed proposal of structural design of each MCBS prior to installation.

On the part of Government, processing work includes consultation with the concerned Government departments, and granting of support and Technical Approval by OFTA.

Block Short Term Tenancy and Shared Use of Facilities

2.2 The operators will be granted a Block Short Term Tenancy (STT) by Lands D for the installation of the MCBS on highway facilities or on unleased and unallocated Government land. A standard version of the proposed Block STT is attached in Annex 1.

2.3 In order to avoid the possible proliferation of the MCBS, the installation of MCBS should be arranged in a coordinated manner. The operators should try to share use the scarce resources with each other to minimize the number of road opening and the demand of space and other resources. For the use of lamp posts, OFTA will not accept the same operator

to use lamp posts in close proximity.

Role of OFTA

2.4 OFTA is responsible for vetting and processing of MCBS applications concerning the use of radio frequencies as required under the Telecommunications Ordinance and the coordination with all the operators on their requirements of installing the MCBS. In the coordination stage, the operators have to submit their master plans of the MCBS to OFTA for consideration and approval. OFTA will harmonize the use of the highway facilities and/or unleased and unallocated Government land by vetting the submitted master plans with reference to the relevant criteria and guidelines. OFTA may also request operators to change their proposed requirements in order to maximize the share-use of facilities or land. If there is no conflicting claim of the proposed installations, OFTA will circulate the master plans to Highways Department (HyD), Transport Department (TD) and Lands D for comment and consideration. The coordination stage will be completed if Lands D, HyD and TD have no objection in principle to the master plans. However, formal approval to an individual site will only be given in the Technical Approval Stage.

3. Preparation of Master Plan

Selection of Highway Facilities

3.1 Highway facilities that may be considered for installation of the MCBS include flyovers, footbridges, large directional sign, sign gantries and street lamp posts. The criteria of selecting the highway facilities for installing MCBS are listed in the attached “Guidelines on Selecting Highway Facilities for Installation of Micro-cell Base Station” (Annex 2).

3.2 The conditions of installing the MCBS on the highway facilities are listed in the attached “General Conditions for Installation of Micro-cell Base Station on Highway Facilities” (Annex 3). Government departments may include further conditions when necessary at the time when technical approval is granted.

Selection of Unleased and Unallocated Government Land

3.3 Besides highway facilities, MCBS may also be allowed to be installed on unleased and unallocated Government land provided that the location is considered acceptable by the Lands D. Conditions may be included when necessary by other relevant Government departments at the time when technical approval is granted.

Submission and Format of Master Plan

3.4 The operators should provide OFTA with 1:1000 land status plans, which could be acquired from the Survey and Mapping Office, to indicate the interested location clearly. The deadline of the first submission of the Master Plans for mobile network services was 15 November 2001. The deadline of the first submission of the Master Plans for Wi-Fi network services is on 15 April 2007. Subsequently the operators should submit their amended master plans to OFTA by 15 June, 15 August, 15 October, 15 December, 15 February and 15 April of each year. Any late submission would be treated with equal priority under clause 6.3.

3.5 In order to ensure that the master plans are processed efficiently by OFTA, HyD, TD and Lands D, the submissions should be in a unified format. In addition to the 1:1000 location plans of the MCBS, the operators are requested to submit the master plans stored in floppy disks, readable by commonly available database management software such as Visual Foxpro V6.0 or above.

3.6 The database structure of the master plan is shown in Annex 4. The field “Installation date” should be left blank for any proposed site until the MCBS is actually installed.

3.7 For the purpose of easy identification, an identification number (ID) would be assigned to each MCBS by the operators when submitting their master plans and its subsequent alterations.

3.8 The ID should take the format “xyz-abcd”, where “xyz” is a three digits operator code and “abcd” is a four digits serial number. The ID should be assigned in ascending sequence.

3.9 The ID should be displayed at a prominent position of the MCBS. For operational convenience, the display of operator code on the MCBS is at the discretion of individual operator.

3.10 The ID is unique in respect of MCBS location for each operator. If a MCBS is relocated, a new ID should be assigned and the old ID would become obsolete.

4. Coordination Stage

4.1 Conflicting claims among the operators on MCBS sites should be resolved in accordance with the principles set out in paragraph 8.

4.2 After vetting the master plans submitted by the operators, OFTA would pass them to HyD and TD for comment and consideration. The plans would also be passed to Lands D if unleased and unallocated Government land outside highway reserves is involved. The selection of highway facilities on the proposed locations should follow the instructions given by Annex 2 and Annex 3. The master plan should show the proposed locations and dimensions of those MCBS planned for the next 12 months.

4.3 OFTA will keep the records of the proposed locations upon the completion of the coordination. OFTA will then endorse the master plans and notify the Lands D, HyD and TD of the these records which consist of all the existing and the proposed new locations of MCBS as the basis for subsequent technical approval.

4.4 Subject to clause 4.1, the master plans and its subsequent alterations submitted by the operators to OFTA will not be disclosed to any third parties, except for the existing MCBS locations, without the consent of the concerned operators.

5. Technical Approval Stage

5.1 After OFTA's endorsement of the proposed locations, the operators shall, prior to installation at each approved location, submit through OFTA the detailed structural design about how the MCBS would be installed to the Chief Engineer/Lighting (CE/L) and the relevant regional Chief Highway Engineer (CHE) as appropriate and Chief Traffic Engineer (CTE) for technical approval. In parallel with the submission of structural design, the operators should follow the established procedure to submit all the technical parameters of the MCBS to OFTA for approval in accordance with the licence requirements. The operator should also include an assessment report confirming that the proposed MCBS installation is free of potential radiation hazards. Nevertheless, the operators shall observe and comply with the latest version of the "Code of Practice for the Protection of Workers and Members of Public Against Non-ionizing Radiation Hazards from Radio Transmitting Equipment " issued by OFTA in the design, installation and operation of the MCBS.

5.2 For the preparation of structural design, the operators could approach to CE/L and the relevant CHE as appropriate to obtain the structural details of the facilities, which are proposed to be installed with MCBS. However, the operators may have to arrange for their own measurement on detailed dimensions of the facilities if comprehensive as-constructed records are not made available.

5.3 The CE/L and CHE as appropriate and CTE will consider the application on technical grounds and inform OFTA of their comments within a reasonable period of time. OFTA will process the MCBS applications in the same manner as that for processing the other base station applications from the respective operators and inform the operators OFTA's comment on electromagnetic compatibility aspects only. For installations on unleased and unallocated Government land, the operators shall also submit detailed design of the MCBS through OFTA to the relevant District Lands Offices (DLOs) for consideration. OFTA will update the records by filling in the "Approval Dates" and inform the operators if technical approval is granted.

6. Alteration to the Master Plan

6.1 After the submission of the master plans, the operators may not be allowed to alter the plans and locations of the MCBS sites unless they have very strong justification to do so. Any subsequent alterations would be dealt with by OFTA bimonthly. Operators are entitled to select an alternative site if an endorsed site is subsequently found unsuitable at the technical approval stage upon examination of the detailed proposal.

6.2 The operators are requested to submit to OFTA any alterations to MCBS locations by 15 June, 15 August, 15 October, 15 December, 15 February and 15 April of each year. For any installation or demolition of MCBS, the field "Installation date" or "Cancellation date" of the master plan should be updated accordingly.

6.3 For fairness among all operators, any late submissions of the master plan and alternation of the master plan would not be processed by OFTA until the next round of submissions.

6.4 Operators should maintain an updated master plan from time to time for inspection upon the request by OFTA or Lands D.

7. Non-renewal of MCBS Sites

7.1 OFTA will keep monitoring the installation status of the MCBS by means of the master registry. OFTA will inform Lands D of the status of MCBS installations from time to time.

7.2 Operators shall submit detailed engineering design of the MCBS installations to OFTA for technical approval within 12 months from OFTA's endorsement date. They shall complete the installation of MCBS within 12 months from the technical approval date.

7.3 The approved locations in the master plan would be considered as void if the operator does not satisfy with the requirements set out in clause 7.2 and does not give satisfactory explanation. The Government will not refund the administrative fees already paid by operators to the Government.

7.4 OFTA may then re-allocate the MCBS site to other requesting operators from the 13th month from the technical approval date onward if the concerned operator has not completed the installation of MCBS without any satisfactory explanation.

7.5 The operators shall inform OFTA the new MCBS installed with details when the MCBS is put into service.

8. Resolution of Conflicting Requirement

8.1 Conflicting requirement refers to the case where two or more operators have requested for MCBS installations in nearby locations or at the same piece of land area or highway facility in the submission of master plans or at subsequent alterations. It does not include those conflicts between the operators and other utility companies or Government departments.

8.2 After the submission of the master plans and alterations in the master plans by the deadline, OFTA will check whether there are conflicting claims by different operators for MCBS sites.

8.3 OFTA will inform the concerned operators of any conflicting claims as soon as practicable so that operators would be aware of the conflicts and try to resolve them in the coordination stage. OFTA may coordinate to resolve the sharing of MCBS sites. If it is found that site and facility sharing by all requesting operators is feasible, a project leader should be elected by the operators to harmonize the shared use of the facilities. All requesting operators have to jointly work out the details of the installation in order to achieve best use of the facilities and land.

8.4 If OFTA identifies that there are physical or technological constraints, or operators failing to resolve the conflicting claims by themselves, the concerned operators could propose alternative locations to OFTA for consideration. Otherwise, the site allocation would be decided by OFTA. The decision of OFTA shall be final.

9. Charges

9.1 Operators have to pay the administrative fee as stipulated in the STT at the time when their applications are approved during the coordination stage and upon grant of the STT. The administrative fee is based on a full-cost recovery approach. Except the cost involved in preparing the STT, other cost incurred to the Government depends on the number of approved locations for installation. No refund would be made to operators if the operators subsequently install less than the approved number of MCBS. Operators are therefore advised to carefully plan for their application and the intended locations for installation should not be made arbitrarily. The fees of MCBS installations at 2006-07 level are listed in Annex 1a. The fees are subject to annual review. For works required to be carried out by the Government which are not listed in Annex 1a, the Government will recover the cost from the requesting operator on a cost-recovery basis. Quoted cost will be provided before the work is conducted.

9.2 If any operator has changed its master plan during a year by adding new installations or changing the proposed locations for installation incurring additional processing costs, additional fees would be collected according to Annex 1a when the STT is due for renewal at the anniversary of the grant of the STT.

9.3 There may be circumstances under which Government finds during the Technical Approval Stage that a particular location approved for installation during the Co-ordination Stage is not suitable for installation and the MCBS should instead be installed at another site advised by the Government. No extra fee would be charged on the operators. Similarly, if a mobile network operator is required to relocate a MCBS installation to another site upon request by Government, no extra fee would be charged.

10. Enquiries

10.1 Any enquiries of the guidance note should be made to -

Senior Telecommunications Engineer (R12)
Office of the Telecommunications Authority
29/F., Wu Chung House
213 Queen's Road East
Wanchai
Hong Kong
Telephone No. 2961 6667
Fax No. 2803 5112

Office of the Telecommunications Authority
March 2007

2231 3268
2511 7629
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{Address}

Dear Sirs,

**Proposed Short Term Tenancy for
Installation of Micro-cell Base Stations**

I have been authorized by the Chief Executive of the Hong Kong Special Administrative Region to offer and hereby offer you a Short Term Tenancy (hereinafter referred to as “the Tenancy”) of the Premises (hereinafter referred to as “the Premises”) within the locations listed in the schedule hereto (hereinafter referred to as “the Schedule”) upon which Stations (as defined below) complying with the dimensions and requirements as set out in Clause (4) below shall have been erected subject to the following clauses and your acceptance in the manner hereinafter provides:-

- (1) Term : Subject to Clause (24) hereof, the term of the Tenancy is one year commencing on the day of and thereafter annually, determinable as hereinafter provided.
- (2) Locations : For the purpose of identification only, the locations within which the Premises may be identified are as indicated on the master plans approved by the Telecommunications Authority (hereinafter referred to as “the Authority”) on the day of and as may from time to time be amended (which approved master plans together with any approved amendments thereto are hereinafter referred to as “the Master Plans”).
- (3) User : You shall not use or permit or suffer to be used the Premises or any part thereof for any purpose other than as Micro-cell base stations and ancillary facilities thereto including antennae (hereinafter collectively referred to as “Stations”).

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- (4) Structure : (a) You shall not erect or allow to remain on the Premises any structure (other than those specified in the Schedule and satisfying the requirements set out below) without my consent in writing first had and obtained.
- (b) On each of the Premises you may erect one Station which must comply with the following requirements:
- (i) Its dimension shall not exceed 0.5metre (width) x 0.6 metre (length) x 1.5 metre (height) unless and except with the prior written consent of the Director of Highways through the Director-General of Telecommunications.
 - (ii) Where the Station is a free standing structure erected at ground level, its height measured from the ground level shall not exceed 1.5 metre.
 - (iii) In the event that you intend that the Station will be attached to any street lamp posts, you shall first obtain the prior written consent of the Director of Highways through the Director-General of Telecommunications. Such Station shall not exceed 0.25 square metres (width x length) x 0.16 metres (thick) in dimension, weigh less than 30 kilograms, be powered separately, be mounted at a height in compliance with Table 3.5.1.1 of the Transport Planning and Design Manual issued by the Transport Department, any amendment thereto or substitution therefor, and shall be able to withstand vibration and displacement of the lamp post under windy conditions.
 - (iv) In the event that you intend that the Station will adjoin to and be attached to any highway structures, you shall first obtain the prior written consent of the Director of Highways through the Director-General of Telecommunications and where

- (A) the Station is to be erected at ground level, its height measured from the ground level shall not exceed 1.5 metre; or
 - (B) the Station is to be erected underneath an elevated highway facilities (such as underneath a flyover), *[its weight shall not exceed 30 kilogram and] there shall be a vertical clearance in compliance with Table 3.5.1.1 of the Transport Planning and Design Manual issued by the Transport Department, any amendment thereto or substitution therefor.
- (v) In the event that you intend that the Station will be erected on any footpath, you shall first obtain the prior written consent of the Director of Highways and the Commissioner for Transport through the Director-General of Telecommunications and there shall be a distance of not less than 0.6 metre from the edge of any adjoining road or carriageway.
- (vi) In the event that you intend that the Station will be erected on any central divider of roads or carriageways, you shall first obtain the prior written consent of Director of Highways and the Commissioner for Transport through the Director-General of Telecommunications and there shall be a horizontal clearance in compliance with Table 3.5.2.1 of the Transport Planning and Design Manual issued by the Transport Department, any amendment thereto or substitution therefor.
- (vii) In the event that the Station is to be erected at ground level or attached to any street lamp post, its colour shall be neutral and match the colour of nearby or attached street lamp post. In the event that the Station is to be attached to any highway structures directly,

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its colour shall match with the colour of that part of the highway structures to which it is attached.

For the purpose of this Clause, in determining the height of the Station, any antenna thereof will be excluded.

- (5) Exception and Reservation : All the space including space below ground level within the Premises and not taken up by the Stations is excluded from the Tenancy and excepted and reserved unto the Government of the Hong Kong Special Administrative Region (hereinafter referred to as “the Government”).
- (6) Administration Fee : (a) You shall pay initial administrative fee of \$ upon acceptance of this tenancy.
- (b) You shall pay an administrative fee each time when the Master Plans are amended and submitted to the Authority for approval. Such fee will be determined by the Government taking into consideration of the scale of amendments and the number of Stations involved and the decision of the Government shall be final and binding upon you.
- (7) Rental : \$1.00 per annum (if demanded).
- (8) No compensation shall be payable to you by the Government for any loss or damage caused to you as tenant of the Premises.
- (9) You shall permit servants and agents of the Government at all reasonable times to enter upon the Premises or any part thereof for the purpose of inspecting the Premises or any part thereof and carrying out at your expense works or repairs which you have failed or may fail to do in accordance with these terms.
- (10) You shall pay and discharge all rates, taxes and other outgoings in respect of the Premises.
- (11) You shall indemnify and keep indemnified the Government, its officers, agents, workmen and servants, from and against all actions, costs, claims, damages, demands and expenses whatsoever arising directly or indirectly out of or in connection with the existence, erection,

installation, maintenance, renewal and removal of the Stations and the occupation and use of the Premises by you, or arising out of any accident, injury, damage and nuisance to any person or property caused by or occasioned by the existence and operation of the Stations or any part thereof.

- (12) The Tenancy will be personal to you. You shall not assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of the Premises or any part thereof or any interest therein or enter into any agreement so to do.
- (13) If and when called upon so to do by me you shall at your own costs and expenses execute a formal tenancy agreement in respect of this agreement on the above terms and conditions and on such other terms and conditions as the Government may impose at its absolute discretion and at that time pay a further administrative fee to be determined by me.
- (14) (a) The Government may require you to remove, alter the design of or relocate any of the Stations by giving to you notice in writing of not less than three calendar months. On or before the expiration of such notice, you shall forthwith at your own expense effect such removal, alteration or relocation in a good and workmanlike manner and in all respects to the satisfaction of the Government. No compensation whatsoever shall be paid to you for such removal, alteration or relocation.
 - (b) In addition to the right provided under sub-clause (a) of this Clause, in the event that any of the Stations adjoin and are attached to highway facilities and in the opinion of the Director of Highways are found to be
 - (i) obstructing any works of maintenance, improvement or repair of the highway facilities, the Government may at its absolute discretion require you to remove such Station or Stations by giving to you notice of not less than 72 hours of its being so required and you shall forthwith remove the Station or Stations at your own expense and to the satisfaction of the Government;
 - (ii) obstructing any emergency repairs works of the highway facilities or is/are affected by any emergency repairs works, the Government may at its absolute discretion without giving to you any prior notice remove such Station or Stations; or
 - (iii) obstructing any works of maintenance, improvement or

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emergency repair of the utility facilities adjacent to the highway facilities to which the Stations adjoin and are attached, the Government may at its absolute discretion require you to remove such Station or Stations by giving to you notice and you shall remove the Station or Stations at your own expenses and to the satisfaction of the Government within the time specified in the notice.

Provided that no compensation whatsoever shall be paid to you for such removal.

- (c) If you shall fail to effect the removal when so required by the Government in accordance with sub-clauses (b)(i) and (b)(iii) of this Clause, the Government may cause the necessary removal works to be carried out at your cost and you shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Government whose determination shall be final and binding upon you.
- (15) No compensation shall be payable by the Government to you in respect of any loss or damage caused to you or others by reason of any water flowing on to the Premises or the Stations or landslip or subsidence on, to, of or from the Premises or the stations or by reason of any accident or damage caused to the Stations or any part thereof.
- (16) You shall make such arrangements for the supply of electricity, to the Stations as you shall require and to pay all charges in connection therewith including the cost of installation and maintenance thereof and, on termination of the Tenancy, to pay the cost of dismantling all pipes, wires, cables, meters, switches and any other apparatus ancillary thereto.
- (17) No tree growing on the Premises or adjacent thereto shall be interfered with without my prior written consent and I may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as I may deem appropriate.
- (18) In the event of spoil or debris from the Premises or from other areas affected by the erection, installation, maintenance, renewal or removal of the Stations or any other works or installations being eroded and washed down onto public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties, you shall be held responsible and shall at your own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. You shall

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indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to any private property caused by such erosion and washing down.

- (19) No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any Government land.
- (20) You shall at your own expense and to my satisfaction make good any damage done to adjoining public roads (including pavements thereof, road structures or facilities) and street furniture by you, your contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the Premises or as a result of any erection, installation, maintenance, renewal or removal of the Stations or any part thereof.
- (21) Any foundations to be constructed near or adjoining any water main, sewer, storm-water drain or nullah within or adjoining the Premises shall comply with all the requirements to be imposed by me at my absolute discretion.
- (22) You shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any erection, installation, maintenance, renewal or removal of the Stations or any part thereof to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as “the Works and Services”) being or running upon, over, under or adjacent to the Premises or any part thereof, provided that you before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit your proposal for dealing with any of the Works and Services in writing to me for my approval in all respects, and shall not carry out any work whatsoever until I shall have given my written approval to the works and to such proposals aforesaid and shall comply with any requirement which I deem appropriate in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at your own expense in all respects repair, make good and reinstate to my satisfaction any damage or disturbance caused to the surface of the Premises or any of the Works and Services running on, over, under or adjacent to the Premises in any manner arising out of any such construction, maintenance, renewal or repair work. If you fail to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Premises or any part thereof or of any of the Works and Services

to my satisfaction I may carry out any such diversion, relaying, repairing, reinstatement or making good as I consider necessary and you shall pay to the Government on demand the cost of such works.

- (23) You shall be responsible for the security of the Stations and the Premises.
- (24) The Tenancy in respect of the whole or any part of the Premises may be terminated:
 - (a) at any time by the Government for whatsoever reason upon giving to you not less than three calendar month's prior notice in writing to that effect to expire at any time (whether within or after the expiry of the first year of the Tenancy). In the event of such termination, no compensation whatsoever shall be paid to you by the Government. Upon determination in respect of the whole or any part of the Premises, the rights and liberties hereby granted in respect of the whole or such part of the Premises (as the case may be) shall absolutely cease and determine but without prejudice to any right of the Government in respect of any antecedent breach of any of the conditions, obligations and provisions herein contained, or
 - (b) by you upon three calendar months' notice in writing being given to this effect to expire at any time but not before the expiry of the first year of the Tenancy, or
 - (c) by me pursuant to Clause (25) hereof.
- (25) If there shall be any breach, non-performance or non-observance of any of the terms and conditions set out herein on your part to be performed and observed or if you shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or shall enter into any composition with your creditors or suffer or permit distress or execution to be levied upon your goods, then and in any of the said cases it shall be lawful for me or other person duly authorized by me in that behalf to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Tenancy shall absolutely determine but without prejudice to any right of action of me in respect of any antecedent breach, non-performance or non-observance of the said terms and conditions and no compensation whatsoever shall be payable to you.
- (26) (a) Upon the expiration or sooner determination of the Tenancy in respect of the whole or any part of the Premises you shall at your

own expense and within such time as I may prescribe remove the Stations and reinstate the Premises or any part thereof or any Government land or property in all respects to my satisfaction. If you shall fail to carry out such removal or reinstatement work within the prescribed time, I may carry out such work at your cost and you shall on demand pay to the Government the actual cost incurred in carrying out such work, such cost to be determined by me whose determination shall be final and binding upon you.

- (b) Notwithstanding sub-Clause (a) of this Clause, at the termination of this Tenancy in respect of the whole or any part of the Premises, I may at my absolute discretion elect not to require you to remove any of the Stations. In such event, you shall pay to the Government a sum equal to the estimated cost of removal of such Stations and reinstatement of the Premises or any part thereof or any Government land or property. The said sum shall be determined by me and such determination shall be final and binding upon you. In the event I remove the Stations or any of them, the Stations or any of them so removed by me shall be delivered to you and you shall accept the same in the state and condition as they are when so delivered and no claims or demands whatsoever shall be made against the Government or its officers, workmen or contractors in respect thereof. The Government shall have no liability in respect of any damage whatsoever caused to any of the Stations whether arising out of any removal works carried out by me or otherwise howsoever.
- (27) Upon the determination of the Tenancy in respect of the whole or any part of the Premises for whatsoever reason, you shall not be entitled to any payment or compensation.
- (28) You shall only keep and maintain on the Premises Stations of dimensions prescribed hereunder. Each Station shall not occupy a space of more than that specified herein.
- (29) No signboards, notices, placards or posters nor any other kind of signs (other than your company name and the contact details in legible size painted on the Stations for easy identification and contact purpose in case of emergency) may be affixed or exhibited or painted onto any part of the Stations except with my prior written approval and I may at my absolute discretion in granting such approval to impose such terms and conditions including the payment of a fee and premium or I may refuse to give any approval at my absolute discretion. Notwithstanding the same,

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- (30) You shall carry out all works hereby authorized in a good and workmanlike manner to my satisfaction. In the event of any damage or disturbance being caused to any Government land or property, you shall pay to the Government the cost of making good such damage or disturbance and of reinstating such land and property to its former good condition, such cost to be determined by me and shall be final and binding on you.
- (31) You shall comply with any ordinance or regulations made thereunder or any amending legislation insofar as may be applicable to the Tenancy and the use and occupation of the Premises.
- (32) The Government shall have no liability in respect of any damage whatsoever caused to any Station arising out of any public works and no claim shall be made against the Government its officers, workmen or contractors in respect thereof.
- (33) If any provisions of this agreement shall be held by a court to be void, or voidable or otherwise unenforceable for any reasons such provision shall, to the extent required, be severed from this agreement and rendered ineffective without affecting or modifying the other provisions of this agreement and shall not in any event affect the validity or enforcement of this agreement or any provisions herein in particular in relation to your liability to indemnify Government and make good any damage in connection with the use and occupation of the Premises and the operation of the Stations or any part thereof.
- (34) That any notice to be served by me or my officers under the terms and conditions of this letter shall be sufficiently served on you if forwarded to you by post or left at your last known registered office, and such notice, if sent by post, shall be deemed to be delivered in due course of post at the address to which it is sent.
- (35) Notwithstanding the tenancy hereby granted, you shall obtain the prior written approval of the Authority for installation of the Stations at each individual location listed in the Schedule. The Authority may give the approval on such terms and conditions as they see fit or refuse it at their absolute discretion.
- (36) That wherever in this letter it is provided that:-
 - (a) I or my duly authorized officers shall or may carry out works of any description on the Premises or any part thereof or outside the Premises (whether on your behalf or on your failure to carry out such works or otherwise) at your cost or that you shall pay or repay

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to me or to my duly authorized officers on demand the cost of such works , such cost shall include supervisory and overhead charges as may be fixed by me or by my duly authorized officers; or

- (b) my or the Authority's prior approval or consent in writing is required, we may give the approval or consent on such terms and conditions as we see fit or refuse it at our absolute discretion.

If you wish to take up this offer of a Short Term Tenancy, you should :

- (a) Settle the attached Demand Note No. _____ being _____ the initial administrative fee of \$ _____
- (b) Signify your acceptance by signing/executing under seal in accordance with your Articles of Association, on the docket below and return it, together with a copy of the receipted demand note for the rent for the first year, to me on or before _____ .

Please return the letter to me, together with a copy of the receipted demand note at (a) above and a copy of your Articles of Association within 28 days from the date of this letter.

An additional copy of this letter is enclosed for your retention.

If by _____ , your acceptance of the above terms has not been formally signified in accordance with terms specified above, these terms shall be deemed to have been automatically withdrawn.

Yours faithfully,

Chief Estate Surveyor
Estate Management

Schedule

Station No.	Location and Plan Ref.	Description of Highway Structure or furniture affected	Dimension of Station

We hereby agree to and accept the foregoing Clauses.

We enclose herewith a copy of the receipted demand note for the rent for the period from _____ to _____

Dated this _____ day of _____ 2007.

Witness _____
(Signature and name
in block letters)

(Signature of _____)
(Seal of _____
and signatures and names in
block letters of its attesting officers
and description of their officers)

H.K.I.D. Card No. : _____

Address : _____

We hereby agree to and accept the foregoing Clauses.

We enclose herewith a copy of the receipted demand note for the rent for the period from _____ to _____

Dated this _____ day of _____ 2007.

Witness _____
(Signature and name
in block letters)

(Signature of _____)
(Seal of _____
and signatures and names in
block letters of its attesting officers
and description of their officers)

H.K.I.D. Card No. : _____

Address : _____

Fees for Installation of Micro-cell Base Stations (MCBS)

Item	Fee Description	Unit of Charging	2006-07 Fee
Highways Department			
1.	Processing an initial application and inspection on completion of installation of a MCBS		
(a)	For installation not affecting any highway structures or lighting posts	Per MCBS installation	\$1,670
(b)	For installation on highway structures, requiring road closure	Per MCBS installation	\$6,210
(c)	For installation on public lighting posts or highway structures, not requiring road closure	Per MCBS installation	\$4,100
2.	Inspection on completion of removal of a MCBS		
(a)	For installation not affecting any highway structures or lighting posts	Per inspection per MCBS installation	\$220
(b)	For installation on highway structures, requiring road closure	Per inspection per MCBS installation	\$3,120
(c)	For installation on public lighting posts or highway structures, not requiring road closure	Per inspection per MCBS installation	\$965
Lands Department			
3.	Granting of Short Term Tenancy (STT) for purpose of installing, operating and maintaining MCBS	Per STT	<i>To be advised</i>
Transport Department			
4.	Processing application for installation of MCBS	Per MCBS installation	<i>To be advised</i>

Guidelines on Selecting Highway Facilities for Installation of Micro-cell Base Station (MCBS)

General

1. The installation of Micro-cell base station (MCBS) shall not cause any obstruction to the movements of pedestrians and vehicles. Therefore MCBS should not be installed at the crossing points or vehicle run-in/out etc.
2. The network operators should have pro-active planning that the installation works, including the road opening for the installation of power supply and land cables of fixed telecommunication network services, should be arranged in a properly coordinated manner.

Unsuitable Highway Facilities for Installation of MCBS

3. There are a few highway facilities, which do not have sufficient mounting space to be made available for the installation of MCBS. In addition, the installation of MCBS onto such highway facilities may cause interruption to traffic signals and the maintenance activities. Therefore the following highway facilities are **not recommended** for installation of MCBS: traffic light signal posts, railing or fencing and single post traffic signs, double arm lamp posts, posts for decorative lamps, mild steel lamp posts and highway facilities installed on expressways.

Suitable Highway Facilities for Installation of MCBS

4. The following highway facilities could be considered for the installation of MCBS subject to the satisfaction of the following specific conditions:

Large Directional Signs and Sign Gantries

- 4.1 The main concern is the structural safety of installation. If the supporting frame can safely sustain the additional load, the installation of MCBS could be considered.

Street Lamp Posts

- 4.2 The double arm lamp posts, posts for decorative lamps and mild steel lamp posts are not suitable for the installation of MCBS.
- 4.3 Other types of lamp post could be considered for the installation of MCBS subject to the following conditions:
 - a) the equipment should be less than 0.25m²×0.16m thick and weight less than 30 kg;

- b) separate power supply;
- c) the equipment should be mounted at a height in compliance with Table 3.5.1.1 of the Transport Planning and Design Manual to minimize vandalism and obstruction;
- d) the MCBS should tolerate the possible displacement of the lamp post (up to 6% of the post height at the top).

4.4 The installation of MCBS should comply with the following conditions:

- a) The base station at ground level should be installed with a minimum 2 m clearance from the lamp post.
- b) The installation details to attach antennae on lamp post need to be agreed by Lighting Division. The attachment should not adversely affect the aesthetic of the lamp post due to the numerous brackets to be fixed on the lamp post, size of cables, incompatible colour of MCBS and lamp post etc.. Approval from Landscape Unit of Highways Department is required.
- c) The G I conduit, feeder cable, pipe brackets, antenna mounting bracket etc. should not severely affect the maintenance such as replacement of columns, painting of the lighting column etc.
- d) There are cases when the lamp posts and the antennae have to be completely removed without prior notice after being knocked down by vehicles or under emergency. The operators have to cater for these incidents in their design.
- e) Conduits should stop at the column base/shaft position.
- f) Any attachment should not obstruct the column door opening and should not cover the lamp post number.
- g) There shall be no metal to metal contact of the lighting column with the brackets. A 3mm thick rubber pad must be used to separate the brackets from the lighting column such the protective coating on the lighting column surface will not be damaged.
- h) Trial installation may be required prior to approval of the installation method.
- i) Consent has to be sought again from Lighting Division's MOM contractors prior to installation to cater for any changes since initial

approval in principle.

- j) The operators should liaise with Lighting Division's MOM contractors for installation/removal of MCBS.
- k) Very often, the public lighting columns will have to be removed or relocated as requested by the public or as a requirement for public works. The operators have to cooperate with Lighting Division's MOM contractors to remove the MCBS expeditiously without affecting our lighting works.
- l) The operators are required to provide 24 hours contact numbers of responsible officers for direct contact in case of emergency.

Space underneath or near Flyovers, Footbridges and Subways

4.5 The installation of MCBS should comply with the following conditions:

- a) The operator shall explore the feasibility of installing the radio equipment on ground as far as possible at the first instance. The equipment shall only be fixed to highway structures when the on-ground option is not feasible;
- b) For equipment installed at soffit of highway structures, the headroom should comply with the Structures Design Manual for Highways and Railways";
- c) No obstruction to any traffic sign
- d) Separate power supply
- e) Under emergency situations, the MCBS is subject to removal without prior notice;
- f) For equipment located in the vicinity of highway structures, a 2m clearance should be maintained at all time unless approval is obtained from CHE/Structures of Highways Department.

**General Conditions for Installation of
Micro-cell Base Stations on Highway Facilities**

Traffic Engineering Requirements

1. Nothing shall interfere with sight lines of motorists or pedestrians, or obscure the visibility of any traffic sign, traffic light signals and highway surveillance CCTV cameras
2. The locations of the micro-cell base stations should be accessible by foot for the safety of the maintenance personnel. In busy areas, access by vehicles for maintenance purpose would normally not be permitted during peak hours or the day time.
3. No equipment should be confused with a prescribed traffic sign.
4. No obstruction shall be caused to pedestrian or vehicular traffic.
5. The equipment shall have minimum vertical and horizontal clearances in accordance with Table 3.5.1.1 and Table 3.5.2.1 of the Transport Planning and Design Manual respectively.
6. Nothing shall be erected at central dividers located within 20m of an at-grade junction or pedestrian crossing.

Installation and Removal Requirements

7. No commercial advertising will be allowed except that the operator's logo and name of size approved by the Government may be printed on the equipment for identification purpose.
8. The method of installing the equipment on highway facilities must be submitted by the operator to the Highways Department through OFTA for approval before the installation actually takes place. In the event of non-compliance with the approved method, the equipment may be removed without any prior notice and the operator shall pay to the Government the cost of removing the equipment and making good any damage done to the highway facility.
9. The operator shall notify the Government two days in advance of the time for carrying out the installation works so that staff of the Government or its agents can inspect the installation works on site
10. Measures shall be taken to prevent damage to any highway facility on which the equipment is fixed. Any damage caused by virtue of the installation of the equipment will be reinstated at the operator's cost.

11. If circumstances require, the Government reserves the right to terminate the approval for installation of the equipment by giving the operator 24 hours' notice and the operator will then be required to remove the equipment without any compensation payable.
12. The attachment of any MCBS on the frame of a direction sign or gantry sign should not affect the modification of the sign-face, which may be required from time to time for the implementation of traffic management measures. It should also not affect the operation and maintenance of any journey time indicator attached on the gantry sign frame.
13. In the event that the equipment is found obstructing any maintenance, improvement or repair works of highway facilities, the operator shall remove the equipment at his own expense and to the satisfaction of the Director of Highways. The equipment may be removed without any prior notice to the operator if the equipment is affected by any emergency repair works.

Indemnity and Damage Liability

14. The operator is responsible for any loss, damage or injury arising from or consequential to any work or incidents relating to the installation of the equipment.
15. A Public Liability Policy with 'cross liability clause' shall be effected by the operator to cover the operator, the Government and the agents of the Government for maintenance of the highway facilities on which the equipment is fixed as the insured. The limit of insurance cover shall be at least HK\$ 5,000,000 for any one accident and unlimited during the period of insurance. If operator will employ subcontractors, then the name of Insured shall include the subcontractors.
16. The operator shall indemnify the Government from and against all actions, claims, costs and demands whatsoever and however arising out of or incidental to any works carried out for or in connection with the Government's permission to installation of the equipment. The operator shall furnish the Government with a formal written indemnity before installation of the equipment.

Other Requirements

17. The operator shall arrange for his own power supply. Should excavation in public roads be required for connection of the power supply, electricity companies will be required to register the proposed excavation works in the Utility Management System of Highways Department before acquiring the Excavation Permit for the excavation works. The lead time for registration will range from one to six months depending on the type of road affected and the duration of the proposed excavation works.

Annex 3

18. For any excavation in public roads to be carried out by the operator (instead of the electricity companies or fixed telecommunication network services operators) for construction of housing chambers or supporting structures, the operator has to apply for an Excavation Permit from Highways Department. Please refer to the attached booklet on “How to apply for an Excavation Permit” for the procedure.
19. Design of the civil and/or structural engineering works shall be carried out by a qualified engineer, e.g. corporate member of the Hong Kong Institute of Engineers or equivalent in relevant disciplines.
20. Design of the installation of the micro-cell base station shall be submitted to the Advisory Committee on the Appearance of Bridges and Associated Structures for approval if so requested by the Government.

- End -

Structure for MCBS Database

<u>Field</u>	<u>Field Name</u>	<u>Type</u>	<u>Width</u>
1	OPERATOR	Character	3
2	RADIO_SYS	Character	15
3	MCBS_ID	Character	15
4	LOC_LAMPPOST	Character	8
5	LOC_STREET	Character	40
6	LOCALITY	Character	40
7	DISTRICT	Character	30
8	REGION	Character	3
9	GRID_N_BS	Numeric	6
10	GRID_E_BS	Numeric	6
11	GRID_N_ANT	Numeric	6
12	GRID_E_ANT	Numeric	6
13	LENGTH_BS	Numeric	4
14	WIDTH_BS	Numeric	4
15	DEPTH_BS	Numeric	4
16	HEIGHT_BS	Numeric	4
17	WEIGHT_BS	Numeric	4
18	LENGTH_ANT	Numeric	4
19	WIDTH_ANT	Numeric	4
20	DEPTH_ANT	Numeric	4
21	HEIGHT_ANT	Numeric	4
22	WEIGHT_ANT	Numeric	4
23	ENDOR_DATE	Date	8
24	APPR_DATE_LD	Date	8
25	APPR_DATE_OFTA	Date	8
26	INST_DATE	Date	8
27	CANC_DATE	Date	8
28	REMARK	Character	40

Explanatory Notes

	<u>Field Name</u>	<u>Description</u>	<u>Remark</u>
1	OPERATOR	Operator code	3-character (max)
2	RADIO_SYS	Radio system	e.g. 2.4G, 5.8G.
3	MCBS_ID	MCBS identification number: xyz-abcd	xyz: operator code abcd : 4 digits serial number
4	LOC_LAMPPOST	Lamp post number	8-character (max) alphanumeric
5	LOC_STREET	Name of the street where the MCBS locates	
6	LOCALITY	Description of the place where the MCBS locates	e.g. between Star House and Star Ferry Pier
7	DISTRICT	Name of the district where the MCBS	

Annex 4

		locates	
8	REGION	Name of region where the MCBS locates	HK : Hong Kong KLN : Kowloon NT : New Territories
9	GRID_N_BS	Six digits northern grid in Hong Kong Metric Grid 1980 measured at the centre of the MCBS	
10	GRID_E_BS	Six digits eastern grid in Hong Kong Metric Grid 1980 measured at the centre of the MCBS	
11	GRID_N_ANT	Six digits northern grid in Hong Kong Metric Grid 1980 measured at the centre of the antenna	
12	GRID_E_ANT	Six digits eastern grid in Hong Kong Metric Grid 1980 measured at the centre of the antenna	
13	LENGTH_BS	Length of MCBS in mm	
14	WIDTH_BS	Width of MCBS in mm	
15	DEPTH_BS	Depth of MCBS in mm	
16	HEIGHT_BS	Height of MCBS from local terrain in mm	
17	WEIGHT_BS	Weight of the base station equipment	
18	LENGTH_ANT	Length of antenna in mm	
19	WIDTH_ANT	Width of antenna in mm	
20	DEPTH_ANT	Depth of antenna in mm	
21	HEIGHT_ANT	Height of antenna from local terrain in mm	
22	WEIGHT_ANT	Weight of the proposed antenna	
23	ENDOR_DATE	Endorsement date by OFTA	
24	APPR_DATE_LD	Approval date of Lands D	
25	APPR_DATE_OFTA	Approval date of OFTA on the frequency issues	
26	INST_DATE	Installation date of MCBS	
27	CANC_DATE	Cancellation date of MCBS	
28	REMARK	Any remark relating to the MCBS or the site	