



ORDINARY MEETING OF THE COUNCIL
GEWONE VERGADERING VAN DIE RAAD
INTLANGANISO YESIQHELO YEBHUNGA

A G E N D A

I-AJENDA

DATE / DATUM / UMHLA : 28 NOVEMBER / NOVEMBA 2025
VENUE / PLEK / INDAWO : BANQUETING HALL /
BANKETSAAL
CIVIC CENTRE / BURGERSENTRUM / IZIKO LOLUNTU
HERMANUS
TIME / TYD / IXESHA : 10:00

MUNICIPALITY / MUNISIPALITEIT / UMASIPALA WE-OVERSTRAND

Office of the Municipal
Manager
Municipal Offices
HERMANUS

20 November / Novemba 2025

NOTICE TO ALL ALDERMEN & COUNCILLORS

ORDINARY MEETING OF THE OVERSTRAND MUNICIPAL COUNCIL

NOTICE IS HEREBY GIVEN that an **ORDINARY MEETING** of the **OVERSTRAND MUNICIPAL COUNCIL** will be held in the **Banqueting Hall, Civic Centre, Hermanus**, on **FRIDAY, 28 NOVEMBER 2025 at 10:00** to consider the business set forth in the subjoined agenda.

The attention of Councillors is directed to the Code of Conduct for Councillors, Schedule 7 of the Local Government : Municipal Structures Act, 1998 (Act 117 of 1998).

DR D O'NEILL
MUNICIPAL MANAGER

KENNISGEWING AAN ALLE RAADSHERE & RAADSLEDE

GEWONE VERGADERING VAN DIE OVERSTRAND MUNISIPALE RAAD

KENNIS WORD HIERMEE GEGEE dat 'n **GEWONE VERGADERING** van die **OVERSTRAND MUNISIPALE RAAD** gehou sal word in die **Banketsaal, Burgersentrum, Hermanus**, op **VRYDAG, 28 NOVEMBER 2025 om 10:00** om die sake op meegaande sakelys te bespreek.

Raadslede se aandag word gevestig op die Gedragskode vir Raadslede, Skedule 7 van die Wet op Plaaslike Regering : Munisipale Strukture, 1998 (Wet 117 van 1998).

DR D O'NEILL
MUNISIPALE BESTUURDER

ISAZISO ESIYA KUBO BONKE OOCEBAKHULU NOOCEBA

INTLANGANISO YESIQHELO YEBHUNGA LIKAMASIPALA WE-OVERSTRAND

OKU KUKWAZISA ukuba intlanganiso **YESIQHELO yeBHUNGA LIKAMASIPALA WE-OVERSTRAND**, iza kuba se **I-Banqueting Hall, kwiZiko LoLUNTU, eHermanus, LWESIHLANU, Umhla we 28 NOVEMBA 2025, ngeye-10:00** ukuqwalasela imicimbi ekule ajenda iqhotyoshelwe apha.

OCeba bayacelwa ukuba baqwalasele isikhokelo sokuziphatha sooCeba, iShedyuli 7 kaRhulumente wooMasipala: uMthetho weeNkqubo zikaMasipala, uMthetho -1998 (uMthetho we-117 ka-1998).

DR D O'NEILL
UMPHATHI KAMASIPALA

AGENDA/...

COUNCIL

28 November 2025

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1. **OPENING**

2. **APPLICATIONS FOR LEAVE OF ABSENCE**

3. **CONFIRMATION OF MINUTES**
 - 3.1 Minutes of an **Ordinary Meeting** of the **Overstrand Municipal Council** held on **Wednesday, 29 October 2025 at 10:00**
 - 3.2 Minutes of a **Special Meeting** of the **Overstrand Municipal Council** held on **Thursday, 2 October 2025 at 10:00**
 - 3.3 Minutes of a **Special Meeting** of the **Overstrand Municipal Council** held on **Thursday, 6 November 2025 at 09:00**

4. **MATTERS ARISING FROM THE MINUTES**

5. **STATEMENTS AND COMMUNICATIONS BROUGHT FORWARD BY THE SPEAKER / EXECUTIVE MAYOR**

Salga:

6. CONSIDERATION OF RECOMMENDATIONS MADE BY THE EXECUTIVE MAYOR TO COUNCIL, IN TERMS OF SECTION 160(2) OF THE CONSTITUTION, 1996, AND SECTION 59(1)(a) OF THE LOCAL GOVERNMENT: MUNICIPAL SYSTEMS ACT 2000 (ACT 32 OF 2000)

REMARK

Please note that the following recommendations contained in this agenda are subject to confirmation or amendment by the Mayoral Committee in view of the fact that the **compilation of the Council agenda** was done before the Mayoral Committee of 28 November 2025 had formally sat.

6.1

ARCHAIC ENCROACHMENT ON MUNICIPAL PROPERTY – LE & J THOMAS – A PORTION OF REMAINDER ERF 6257 HERMANUS (A PORTION OF ROAD RESERVE), ADJACENT TO ERF 5908 HERMANUS

(ITEM 3 PAGE 109 : PLANNING & DEVELOPMENT PORTFOLIO - MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)

RECOMMENDATION TO THE COUNCIL:

1. that the archaic encroachment on municipal property, being a portion of Remainder Erf 6257 Hermanus ($\pm 6\text{m}^2$ in extent), adjacent to the Western boundary of Erf 5908 Hermanus, to retain the existing boundary wall, at no fee payable, in terms of the Administration of Immovable Property Policy of the Overstrand Municipality, **be approved**;
2. that as motivated in the report, the deviation from the process for an enclosed encroachment as contained in the Administration of Immovable Property Policy in order to issue the necessary consent, **be approved**; and
3. that the written consent to be issued, of which the conditions must be accepted in writing by the Applicants', not be linked to a time frame but to the period the encroachment exists subject to the following conditions:
 - 3.1 Should the wall be damaged to such a nature that it must be reconstructed, that the wall be reconstructed on the Applicants' own property.
 - 3.2 The encroacher shall not at any time, or under any circumstances have any claim against the Municipality for improvements effected to or on the encroachment area, as well as any damages caused to the boundary wall located in the encroachment area.

- 3.3 The encroacher shall be responsible for the maintenance and upkeep of the encroachment area (wall) and to ensure that the encroachment area is safe at all times during the period of the consent.
- 3.4 This approval shall under no circumstances be deemed to confer any real right or servitude of any kind in favour of the encroacher.
- 3.5 The encroacher will not obtain any vested and/or prescriptive rights on the encroachment area due to the Municipality's knowledge of the said encroachment nor any right or lawful claim to a grant of the encroachment area.
- 3.6 The encroacher will and must at all times well and sufficiently indemnify the Municipality and keep the Municipality indemnified against all liability howsoever caused or arising that may be direct or indirect result of the use of the encroachment area in question, and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Municipality or incurred or become payable by the Municipality at the suit of any person which may be direct or indirect result of the use of the encroachment area in question.
- 3.7 The encroacher may not make any alternations or additions to the boundary wall within the encroachment area without the prior written consent of the Municipality.

RESPONSIBLE OFFICIAL:

M BEKKER

TARGET DATE FOR IMPLEMENTATION:

9 DECEMBER 2025

TARGET DATE TO INFORM APPLICANT:

9 DECEMBER 2025

6.2

A PORTION OF ERF 214 ZWELIHLE AND ERF 225 ZWELIHLE: DEVIATION FROM PARAGRAPH 18 OF THE ADMINISTRATION OF IMMOVABLE PROPERTY POLICY OF 2015 ALLOWING THE MUNICIPALITY TO LEASE MUNICIPAL PROPERTIES DIRECTLY TO LUKHANYO PRIMARY SCHOOL

(ITEM 4 PAGE 120: PLANNING & DEVELOPMENT PORTFOLIO - MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)

RECOMMENDATION TO THE COUNCIL:

that the deviation from paragraph 18 of the Administration of Immovable Property Policy in order to lease a portion of Erf 214 Zwelihle ($\pm 120\text{m}^2$ in extent) and Erf 225 Zwelihle (266m^2 in extent) to Lukhanyo Primary School for a period of 3 (THREE) years without following a competitive process, **be approved**.

RESPONSIBLE OFFICIAL :**M ERASMUS****TARGET DATE FOR IMPLEMENTATION :****28 DECEMBER 2025****TARGET DATE TO INFORM LESSEE :****10 DECEMBER 2025**

6.3

TRANSFER OF ERF 2350 VERMONT (CLOSED OPEN SPACE) AND UNREGISTERED ERF 2630 (A PORTION OF ERF 2352) VERMONT (PORTION OF CLOSED PUBLIC ROAD) TO THE AUVERGNE HOMEOWNERS ASSOCIATION

(ITEM 5 PAGE 128: PLANNING & DEVELOPMENT PORTFOLIO - MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)

RECOMMENDATION TO THE COUNCIL:

1. that the transfer of Erf 2350 Vermont (63m² in extent) and unregistered Erf 2630 (a portion of Erf 2352) Vermont (2,024m² in extent), to Auvergne Homeowners Association, at an amount of R255,139.04 (TWO HUNDRED AND FIFTY FIVE THOUSAND ONE HUNDRED AND THIRTY NINE RAND AND FOUR CENTS) (VAT excluded) for private road and private open space purposes, **be approved**;
2. that Council take cognisance of the fact that the direct alienation and subsequent transfer is only approved as Erf 2350 Vermont and unregistered Erf 2630 (a portion of Erf 2352) Vermont is classified as non-viable properties;
3. that a condition be registered against the title deed of the properties that no structures of any kind (excluding a boundary wall or fence and a refuse area (on unregistered Erf 2630 (a portion of Erf 2352) Vermont) may be erected on the properties;
4. that all costs pertaining to the transaction, e.g. application costs, valuation costs, closure of public open space, rezoning, subdivision, transfer and related costs, advertisements, etc. be paid by Auvergne Homeowners Association; and
5. that it be noted that the municipal properties herewith envisaged to be transferred is not required for the provision of basic municipal services in terms of the provisions of paragraph 5 of Council's Administration of Immovable Property Policy and Section 14 of the Local Government: Municipal Finance Management Act (Act 56 of 2003).

TARGET DATE FOR IMPLEMENTATION : 12 DECEMBER 2025

TARGET DATE TO INFORM APPLICANT: 26 DECEMBER 2025

6.4

APPLICATION TO PURCHASE: A PORTION OF REMAINDER ERF 1253 HERMANUS (TRANSPORT ZONE: ROAD AND PARKING), ADJACENT TO ERF 12294 HERMANUS, SITUATED IN MITCHELL STREET, HERMANUS – MG DELPORT

(ITEM 6 PAGE 139: PLANNING & DEVELOPMENT PORTFOLIO - MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)

RECOMMENDATION TO THE COUNCIL:

that the alienation of a portion of Remainder Erf 1253 Hermanus ($\pm 380\text{m}^2$ in extent) to the owner of the adjoining Erf 12294 Hermanus, MG Delpport, **not be approved** as the Property must be reserved for public parking and it is needed to provide essential municipal services as electrical infrastructure is situated thereon.

RESPONSIBLE OFFICIAL:**M ERASMUS****TARGET DATE FOR IMPLEMENTATION :****12 DECEMBER 2025****TARGET DATE TO INFORM APPLICANTS:****20 DECEMBER 2025**

6.5**A PORTION OF REMAINDER ERF 4565 HERMANUS – PROPOSED
CONFERENCE FACILITY****(ITEM 1 PAGE 1 : INFRASTRUCTURE SERVICES PORTFOLIO -
MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)****RECOMMENDATION TO THE COUNCIL:**

that the lease of a portion of Erf 4565 Hermanus, situated in Magnolia Avenue, Hermanus ($\pm 5483\text{m}^2$ in extent), for a period of 30 (THIRTY) years for the development, maintenance and managing of a conference centre and related by means of a competitive process at a nominal monthly rental amount, **be supported**.

| | |
|--|---------------------|
| RESPONSIBLE OFFICIAL : | D HENDRIKS |
| TARGET DATE FOR IMPLEMENTATION : | JANUARY 2026 |
| TARGET DATE TO INFORM APPLICANT : | N/A |
| TARGET DATE TO INFORM OBJECTOR : | N/A |

6.6**MONTHLY REPORT TO COUNCIL ON THE SUPPLY CHAIN MANAGEMENT (SCM) POLICY FOR OCTOBER 2025****(ITEM 1 PAGE 1: FINANCIAL SERVICES PORTFOLIO - MAYORAL COMMITTEE MEETING : 28 NOVEMBER 2025)****RECOMMENDATION TO THE COUNCIL:**

1. that the deviations from the procurement processes, approved in terms of the delegated authority for October 2025, **be noted**;
2. that the awards made in terms of Paragraph 17(1)(c), approved in terms of the delegated authority for October 2025, **be noted**; and
3. that the awards made through the Bid Committee system and formal written price quotations for October 2025, **be noted**.

RESPONSIBLE OFFICIAL :**C LE ROUX****TARGET DATE FOR IMPLEMENTATION :****TO BE NOTED**

7. CONSIDERATION OF REPORTS**7.1****NON-COMPLIANCE WITH PARAGRAPH 17 OF THE OVERSTRAND MUNICIPALITY SCM POLICY: SERVICES RENDERED BY SERVICE PROVIDER WITHOUT FOLLOWING THE SCM PROCESS****N Floors****Employee Relations Manager****24 October 2025****(028) 313 8123**

1. Executive Summary

The purpose of the report is to present Council with the report on non-compliance with Paragraph 17 of the Overstrand Municipality SCM Policy: Services Rendered by Service Provider without following the SCM Process.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Corporate Services

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services

4. Delegated Authority

None

5. Legal Requirements

Local Government: Municipal Finance Management Act, (Act 56 of 2003).

6. Background/Discussion/Evaluation/Conclusion**Background**

An Overstrand Municipality employee was involved in a case of a very sensitive nature. The Employee Relations office, through the SCM process, sourced services of a psychologist who as part of her report made recommendations for the services of a clinical medical practitioner. Our office requested a quotation from the medical practitioner after which an appointment was arranged on 07 May 2025. An order number was issued for the first visit.

Discussion

The medical practitioner was clearly instructed to inform the employer should a need arise for further treatment. On 20 May 2025, the office of the Employee Wellness Practitioner received the first statement for payment. The statement indicated a second visit on 19 May 2025. A week later, 28 May 2025, a second statement was received indicating a third visit on 26 May 2025. As in this case, the medical practitioner failed to inform the office of the Employee Wellness Practitioner of further follow-up appointments that he scheduled with the employee. The first visit of 07 May 2025 was paid as per the SCM process. The payment of the other two visits is still outstanding as no SCM process was followed for the payment thereof.

The medical practitioner, after discussion with the office of the Employee Wellness Practitioner, explained his reasons why he consulted with the patient.

On 6 November 2025 the Municipal Public Accounts Committee (MPAC) consisting of Cllr C Tafu-Nwonkwo, Ald D Coetzee, Ald R de Coning, Cllrs M Nomatiti and K Ngqandana considered a detailed report on the matter and came to the conclusion that it was never the intention of the Employee Wellness Practitioner to act in a negligent manner by not following the SCM process as provided for in the Act and the SCM Policy, and was unanimous in its decision to recommend to Council that the irregular expenditure in the amount of R1 450.00 (VAT incl.) be certified as irrecoverable and be written off.

7. Financial Implications

Irregular expenditure: R1 450.00

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

None

RECOMMENDATION TO THE COUNCIL:

that irregular expenditure in the amount of R1 450,00 for the services rendered by the service provider be certified as irrecoverable and written off in terms of section 32(2)(b) of the Local Government: Municipal Finance Management Act, Act 56 of 2003.

RESPONSIBLE OFFICIAL :**C LE ROUX
B KING**

7.2**OVERSTRAND MUNICIPALITY: PARTICIPATION IN THE SIDAFF PROGRAMME – PHASE 3****SU Muller**
13 November 2025**Chief Engineer: Infrastructure Services****(028) 313 8019**

1. Executive Summary

The purpose of this item is to seek council consent to enter into a Memorandum of Agreement (MoA) with the Department of Local Government (DLG) for Overstrand Municipality to participate in Phase 3 of DLG's Sustainable Infrastructure Development and Financial Facility (SIDAFF) Programme.

The MoA sets out the mutual intentions and commitments of DLG and the municipality regarding Phase 3 of the SIDAFF programme.

The purpose of the MoA is to formalise the Municipality's commitment to:

- Undertake long-term borrowing that may extend beyond the current 5-year term of the Council, as per Council Resolution and in accordance with section 46 of the Municipal Finance Management Act (MFMA), Act 56 of 2003, as amended.
- Collaborate with other municipalities through a coordinated pooled-blended financing approach, where each municipality enters into its own loan agreement on a several basis, ensuring that it remains solely responsible for its borrowing obligations, repayments, and associated financial risks.
- Support the implementation of bankable sustainable infrastructure projects aligned with the One Plan/One Budget approach.
- Confirm the Municipality's intention to align its infrastructure development plans with the Western Cape Infrastructure Framework and other relevant sectoral strategies.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate Infrastructure Services
Infrastructure Planning Division

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
Promotion of tourism, economic and social development

4. Delegated Authority

None

5. Legal Requirements

Municipal Finance Management Act (MFMA), Act 56 of 2003, as amended, Section 46.

6. Background

The SIDAFF Programme is an initiative of the Western Cape Government, coordinated by the DLG, aimed at supporting municipalities in accelerating infrastructure delivery through technical assistance and innovative financing mechanisms. Phase 3 is intended to enable municipalities to access pooled-blended financing mechanisms comprised of (but not limited to) grants, loans, and, where secured, concessional and/or private sector funding, and to co-finance (on a several, not joint, basis) catalytic infrastructure projects, including transboundary projects, through long-term debt arrangements and other appropriate financing modalities under sound financial governance. This includes leveraging capacity-building support, risk mitigation instruments, credit enhancements and project preparation facilities made available through the programme.

While various institutional arrangements are being explored to manage pooled funding and financing mechanisms, municipalities will retain sole responsibility for project implementation, contract management, and compliance with the MFMA and other applicable laws.

The final institutional arrangement will be determined through consultation with stakeholders including, but not limited to, participating municipalities and Development Finance Institutions, and confirmed in line with legal and financial requirements.

Overstrand Municipality was selected by DLG and SIDAFF as one of the participating non-metro municipalities due to its good track record.

7. Financial Implications

SIDAFF is currently assisting Overstrand Municipality with project preparation work estimated at R12.6 million regarding water pipe replacement and sewer network extension projects, at no cost to the municipality (refer to Annexure B).

Phase 3 of the SIDAFF programme is intended to enable municipalities to access pooled-blended financing mechanisms comprised of (but not limited

to) grants, loans, and, where secured, concessional and/or private sector funding, and to co-finance (on a several, not joint, basis) catalytic infrastructure projects, including transboundary projects, through long-term debt arrangements and other appropriate financing modalities under sound financial governance.

The estimated value of the above mentioned Overstrand projects listed with SIDAFF is R180 million as agreed at a meeting between SIDAFF and DLG and the CFO's and technical directors of the selected municipalities on 11 April 2025 (refer to Annexure C).

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

Annexure A: MOA

Annexure B: Letter from DLG signed by OM

Annexure C: SIDAFF/CFO meeting minutes

RECOMMENDATION TO THE COUNCIL:

1. that Council endorses participation in Phase 3 of the SIDAFF Programme on a preparatory basis, subject to eligibility, due diligence, affordability, and regulatory compliance;
2. that Council authorises the Accounting Officer to undertake all prerequisite MFMA processes for any prospective long-term debt, including Section 46(3) public notice and treasury consultation, and to negotiate draft debt agreements for subsequent Council consideration; and
3. that Council takes note that any decision to incur long-term debt will be taken by Council through a separate Section 46(2) resolution approving the relevant debt agreement(s).

RESPONSIBLE OFFICIALS :

**CFO
CHIEF ENGINEER**

TARGET DATE FOR IMPLEMENTATION :

1 DECEMBER 2025

MEMORANDUM OF AGREEMENT (MoA)

between

**THE WESTERN CAPE GOVERNMENT
REPRESENTED BY ITS DEPARTMENT OF LOCAL GOVERNMENT**

(HEREINAFTER REFERRED TO AS "WCG")

AND

OVERSTRAND MUNICIPALITY

(JOINTLY REFERRED TO AS THE "SIGNATORIES")

FOR:

PARTICIPATION IN THE SIDAFF PROGRAMME – PHASE 3

1. Purpose

This Memorandum of Agreement (MoA) sets out the mutual intentions and commitments of the Department of Local Government (DLG) and Overstrand Municipality regarding the Municipality's participation in Phase 3 of the Sustainable Infrastructure Development and Financial Facility (SIDAFF) Programme (Programme).

The purpose of this MoA is to formalise the Municipality's commitment to:

- Undertake long-term borrowing that may extend beyond the current 5-year term of the Council, as per Council Resolution and in accordance with section 46 of the Municipal Finance Management Act (MFMA), Act 56 of 2003, as amended.
- Collaborate with other municipalities through a coordinated pooled-blended financing approach, where each municipality enters into its own loan agreement on a several basis, ensuring that it remains solely responsible for its borrowing obligations, repayments, and associated financial risks.
- Support the implementation of bankable, sustainable infrastructure projects aligned with the One Plan/One Budget approach.
- Confirm the Municipality's intention to align its infrastructure development plans with the Western Cape Infrastructure Framework and other relevant sectoral strategies.

2. Background

The SIDAFF Programme is an initiative of the Western Cape Government, coordinated by the DLG, aimed at supporting municipalities in accelerating infrastructure delivery through technical assistance and innovative financing mechanisms. Phase 3 is intended to enable municipalities to access pooled-blended financing mechanisms comprised of (but not limited to) grants, loans, and, where secured, concessional and/or private sector funding, and to co-finance (on a

several, not joint, basis) catalytic infrastructure projects, including transboundary projects, through long-term debt arrangements and other appropriate financing modalities under sound financial governance. This includes leveraging capacity-building support, risk mitigation instruments, credit enhancements and project preparation facilities made available through the programme. While various institutional arrangements are being explored to manage pooled funding and financing mechanisms, municipalities will retain sole responsibility for project implementation, contract management, and compliance with the MFMA and other applicable laws. The final institutional arrangement will be determined through consultation with stakeholders (including, but not limited to, participating municipalities, procurement method, potential Arranger Banks, and Development Finance Institutions) and confirmed in line with legal and financial requirements.

3. Council Resolution

The Municipality confirms that its Council has adopted (or will adopt) a Programme Participation & Preparation Resolution that:

- Endorses participation in Phase 3 of the SIDAFF Programme on a preparatory basis, subject to eligibility, due diligence, affordability, and regulatory compliance.
- Authorises the Accounting Officer to undertake all prerequisite MFMA processes for any prospective long-term debt, including Section 46(3) public notice and treasury consultation, and to negotiate draft debt agreements for subsequent Council consideration; and
- Records that any decision to incur long-term debt will be taken by Council through a separate Section 46(2) resolution approving the relevant debt agreement(s).

The Municipality undertakes to submit a certified copy of the Council's signed Programme Participation & Preparation Resolution to the Department of Local Government within thirty (30) days of signing this MoA. This certified copy will be retained by the DLG as Annexure A to this MoA for compliance verification and Programme governance. The Municipality acknowledges that its participation in Phase 3 of the SIDAFF Programme is conditional upon the timely submission of this certified copy of the signed resolution.

4. Commitments of the Municipality

The Municipality undertakes to:

- Participate in the development and implementation of catalytic infrastructure projects supported under SIDAFF Phase 3, subject to meeting the Programme's eligibility and financial criteria.
- Engage in collaborative planning, coordinated procurement, if applicable and subject to the MFMA, and pooled financing arrangements with other participating municipalities, on a several basis, or other structured modalities under the Programme.
- Ensure that all financing arrangements and financial commitments are compliant with the MFMA and approved through proper governance, it being noted that any decision to enter into specific financing arrangements will require a separate Council resolution under the applicable provisions of the MFMA, once draft agreements and statutory requirements have been met.
- Provide necessary documentation and financial projections to assess the viability and bankability of proposed projects.
- Engage actively in SIDAFF Programme meetings, assessments, and capacity-building activities.
- Designate a focal point or SIDAFF coordinator within the Municipality to liaise with the Department and other participating stakeholders, ensuring clear communication, coordination, and timely reporting on project progress, compliance, and governance matters

5. Commitments of the Department of Local Government

The DLG undertakes to:

Strategic Oversight and Alignment

- Provide strategic oversight and coordination to ensure that all SIDAFF Phase 3 projects align with provincial, national, and intergovernmental infrastructure priorities, including the Western Cape Infrastructure Framework, Growth for Jobs Strategy, and the One Plan/One Budget approach.
- Monitor compliance with the MFMA, planning frameworks, reporting requirements, and governance processes.

Funding Facilitation and Mobilisation

- Facilitate engagement with financiers, Development Finance Institutions (DFIs), and private sector partners to support the mobilisation of funding for catalytic infrastructure projects.
- Support municipalities in achieving concessional finance terms by structuring pooled arrangements, applying credit enhancement mechanisms, and negotiating the tenors of the applicable financing arrangements to be aligned with project life cycles.

Project Preparation and Technical Support

- Provide support in accessing grant funding for project preparation support to advance projects from concept to bankability, including feasibility studies, designs, financial modelling, and regulatory approvals.
- Facilitate expert technical assistance across financial, legal, economic, environmental and procurement disciplines

Capacity Building and Knowledge Sharing

- Coordinate capacity-building initiatives to strengthen municipal infrastructure planning and governance systems.
- Facilitate peer learning and knowledge-sharing platforms, enabling municipalities to exchange best practices and lessons learned.

Institutional Arrangement and Risk Oversight

- Support the establishment of an appropriate institutional arrangement, such as a financing mechanism, to manage pooled blended financing and provide professional oversight of associated financial risks.
- Ensure that municipalities retain responsibility for project implementation and contract management while benefitting from the efficiencies of a collective financing platform.

6. Risk Management and Dispute Resolution

The parties commit to proactive identification, assessment, and management of risks related to the implementation of SIDAFF Phase 3 projects. Any disputes arising from the interpretation or execution of this MoA shall be resolved through good faith negotiation between the parties. Should these negotiations fail, the matter shall be escalated in accordance with the Provincial Intergovernmental Dispute Resolution Framework and, where appropriate, the involvement of the Provincial Treasury and the Department of the Premier.

7. Duration and Termination

This MoA shall come into effect upon the date of signature by both parties and shall remain in force until the conclusion of Phase 3 of the SIDAFF Programme or unless terminated in writing by either party with 30 days' notice.

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8. Legal Status

This MoA constitutes a legal commitment by the parties to collaborate in good faith, in order to give effect to the objectives of the MoA and undertake the commitments specified. No addition to, variation of, or consensual cancellation of this MoA will be of any force or effect unless reduced to writing and signed by the duly authorised representatives of both parties.

For the Western Cape Government

Date:

.....
Graham Paulse,
Head of Department
Department of Local Government

For Overstrand Municipality

Date:

.....
Dean O'Neill
Municipal Manager
Overstrand Municipality



Western Cape
Government

Department of Local Government
Municipal Infrastructure
Mr M Brand

Marius.Brand@westerncape.gov.za | Tel: +27 21 483 4047

File Reference: WCG-2025-04-25-1343556

The Municipal Manager
Overstrand Municipality
PO Box 20
HERMANUS
7200

Email: mm@overstrand.gov.za; bspanellis@overstrand.gov.za

Dear Dr O'Neill

SUPPORT FOR PROJECT PREPARATION FROM THE SIDAFF GRANT FACILITY

This letter serves to confirm that **Overstrand Municipality** is being assisted by the Sustainable Infrastructure Development and Financial Facility (SIDAFF) Programme, a Western Cape Government initiative. The SIDAFF Programme Project Management Unit (PMU) is being implemented by Pegasys as appointed by the Provincial Department of Local Government (DLG) in collaboration with GreenCape Sector Development Agency (GreenCape).

This letter serves to:

- 1) Confirm that the projects shortlisted by the SIDAFF PMU and listed below are currently planned to start implementation (construction) by the municipality once the project preparation is completed.
- 2) The municipality intends to take up loan financing (indicative) as part of the funding plan for these projects, in line with the overall gearing ratio and debt affordability of the Municipality.
- 3) Confirm that the municipality will receive project preparation support from the SIDAFF Grant Facility to prepare these projects for finance (bankability);
- 4) That the relevant Technical Directors will engage with the SIDAFF PMU accordingly to prepare these projects for implementation.

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The following potential projects (see **Annexure A** for details) have been identified for this purpose:

- Sewer upgrades and extensions of Gansbaai, Kleinmond and Greater Hermanus;
- Bulk and reticulation pipeline upgrades and replacement of the water distribution system.

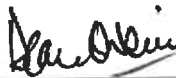
Yours sincerely,



Mr M Brand


DIRECTOR: MUNICIPAL INFRASTRUCTURE

Date: 09/05/2025

Signature: 

Name: DEA O'NEIL

Capacity: MUNICIPAL MANAGER

Signature: 

Name: AG KLAAS

Capacity: EXECUTIVE MAYOR



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ANNEXURE A

| Sector | Project | Project Value (R) | Intended loan amount over MTREF (indicative) | Estimated Project Preparation Required |
|--------|---|-------------------|--|--|
| Water | Sewer upgrades and extensions of Gansbaai, Kleinmond and Greater Hermanus | R 135m | R 135m | R 2.6m |
| | Bulk and reticulation pipeline upgrades and replacement of the water distribution system. | R 45m | R 45m | R 10m |

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Annex C

1/6

CFO & Technical Director Workshop
Minutes of Meeting
Venue: Swartland Municipality Council Chambers
11 April 2025 | 09:00 – 12:00 (SAST)

| Time | Event | Speaker |
|------------------|---|--|
| 08:30-09:00 | Arrival and registration with tea & coffee | |
| 09:00-09:10 | Welcome by DLG | Marius Brand |
| 9:10-9:20 | Context and update on SIDAFF Programme | Raldo Kruger |
| 09:20-9:50 | Project confirmation by Technical Directors | Louis Zikman – Swartland Hanrè Bignaut – Overstrand Gavin Williams – Saldanha Bay Louis Pienaar / Gary Petersen – Drakenstein |
| 9:50-10:45 | Municipal debt appetite | Mark Bolton – Swartland Santie Reyneke-Naude – Overstrand Stephan Vorster – Saldanha Bay Bradley Brown – Drakenstein |
| Tea Break | | |
| 11:00-11:40 | Procurement modality for financing mechanism (Options, trade-offs, risks, concerns, and benefits) | Raldo Kruger, Mogammad Jardien, Janah Miller |
| 11:40-12:00 | Way forward, closing and thank you | Marius Brand |
| Lunch | | |

| In Attendance | Abbreviation | Position/title | Organisation |
|---------------------|--------------|-----------------------------------|---|
| Marius Brand | MBr | Director Municipal Infrastructure | Department of Local Government, Western Cape Government |
| Enson Mangwengwende | EM | Chief Engineer | Department of Local Government, Western Cape Government |
| Malcom Booyesen | MBo | Director: Fiscal Policy | Provincial Treasury, |

GreenCape Sector Development Agency

 2nd Floor, Aria North Wharf, 42 Hans Strijdom Ave, Foreshore, Cape Town, 8001
 +27 21 811 0250 | info@green-cape.co.za | www.green-cape.co.za
 Company Registration No. 2012/039750/08
 Refer to the GreenCape website for director details

| In Attendance | Abbreviation | Position/title | Organisation |
|-----------------------|--------------|---|--|
| | | | Western Cape Government |
| Steven Kenyon | SK | Chief Director: Local Government Public Finance | Provincial Treasury, Western Cape Government |
| Dian Cronjé | DC | Director MFMA Coordination | Provincial Treasury, Western Cape Government |
| Louis Zikman | LZ | Director Civil Engineering Service | Swartland Municipality |
| Mark Bolton | MBn | CFO | Swartland Municipality |
| Ian Engelmohr | IE | Financial Accounting Research Expert | Drakenstein Municipality |
| Monique Steyl | MS | Senior Manager: Financial Management Services | Stellenbosch Municipality |
| Myra Francis | MF | ? | Stellenbosch Municipality |
| Hanrè Blignaut | HB | Principal Engineer: Civil Infrastructure Planning | Overstrand Municipality |
| Santie Reyneke-Naude | SN | CFO | Overstrand Municipality |
| Gavin Williams | GW | Manager: Water And Sanitation | Saldanha Bay Municipality |
| Stefan Vorster | SV | CFO | Saldanha Bay Municipality |
| Abbey-Jean Macfarlane | AM | Engagement Manager | Pegasys |
| Patrick Prestele | PP | Consultant | Pegasys |
| Mongi Shozi | MSh | Analyst | Pegasys |
| Raldo Kruger | RK | Technical Specialist | GreenCape |
| Marielle Roselt | MR | Expert Analyst | GreenCape |
| Mogammad Jardien | MJ | Senior Analyst | GreenCape |
| Claire Pengelly | CP | Head: Strategic Partnerships | GreenCape |
| Tyrese Rooi | TR | Communications Officer | GreenCape |

| Apologies | Organisation |
|--------------------------|--------------------------|
| 1. Stephen Müller | Overstrand Municipality |
| 2. Bradley Brown | Drakenstein Municipality |
| 3. Gary Petersen | Drakenstein Municipality |
| 4. Louis Pienaar | Drakenstein Municipality |
| 5. Stephen van den Bosch | Pegasys |

| Decisions Taken |
|--|
| 1. MB and SK to liaise with CFOs regarding capacity building and coordination in response to SN's request for a forum to enable collaboration on increased capacity building amounts CFOs. |
| 2. Agreement of water and wastewater projects from participating municipalities. |
| 3. Establishment of intentional coordination / cooperation between the CFOs, DLG and PT to procure and access pooled debt financing (via MOU and Think Tank). |

| Actions | Responsible |
|--|-----------------------------------|
| 1. Draft letters of intent for MMs and Executive Mayors to sign. | MBr (with support from RK) |
| 2. Draft MOU for DLG, PT and MMs to review sign. | MBr (with support from RK) |
| 3. Create think tank (action tank) with CFOs, PT and DLG to jointly pursue pooled debt financing | MBr (with support from RK and MJ) |
| 4. SIDAFF PMU to engage with Stellenbosch to onboard MM and CFO to SIDAFF Programme, and evaluate projects for shortlisting and inclusion on financing mechanism | MJ |
| 5. MBr to assist Overstrand Municipality to obtain a lease from the Department of Public Works for the site earmarked for the desalination plant. | MBr |

| Minutes |
|--|
| 1. RK presented the background of the SIDAFF Programme and reiterated the mission of the SIDAFF Programme . |
| 2. MBo requested that the program endeavour to align capacity-building efforts for CFOs with those undertaken for technical directors. |
| 3. RK emphasised that capacity building with CFOs would be a key part of the program and stressed the importance of securing CFOs' buy-in and time commitment. |
| 4. SN asked for a contact person from the Provincial Treasury to coordinate activities. |
| 5. Provincial Treasury nominated MB and SK as the points of contact. |
| 6. LZ presented on the status of Swartland Municipality's projects. MBo provided details on the financial position of the Swartland Municipality. MBo suggested standardising the reporting and feasibility calculations across all municipalities currently participating in the SIDAFF Programme . It was noted that the template would be made available to the CFOs. |
| 7. MBr acknowledged the suggestion. |

Minutes

8. **HB** and **SN** updated the group on the status of Overstrand Municipality's projects. **SN** alerted the group to changes in the Overstrand Municipality budget and financing strategy that had an impact on the timelines of certain projects.
9. **EM** suggested that Overstrand Municipality could consider raising its gearing ratio. **SN** highlighted the seasonal nature of the municipality's income and contextual factors affecting its rate base.
10. **GW** presented the status of the Saldanha Bay Municipality projects. **MBr** enquired about the status of the desalination plant.
11. **SF** outlined the projected finance strategy for the Municipality. **SF** highlighted that the Municipality currently had a 10% gearing ratio.
12. **IE** reported on the Paarl WWTW upgrade currently underway in Drakenstein Municipality. Drakenstein Municipality had taken up R1.9bn of loan financing over the last decade. At the end of the 2018/19 financial year, the Municipality's gearing ratio was greater than 80%. It was felt that this investment had paid off. The estimated gearing ratio at the end of the current financial year was expected to be 49%, falling to approximately 35% thereafter. The aim was to lower the gearing ratio to 20% in the future.
13. **MBr** asked why Wellington WWTW had been excluded, highlighting pollution issues observed by the agricultural sector. **Ian** explained that Wellington WWTW had been redeveloped using the previously financed loans.
14. **MS** detailed the financial position of Stellenbosch Municipality and the projects earmarked for **SIDAFF Programme** inclusion (anticipated approximately R200m in debt over the MTREF). It was stated that information regarding these projects would be shared in the near future.
15. **RK** presented the consolidated view of the total **SIDAFF Programme** portfolio and opened the floor for questions regarding the allocation of financing needs across financial years and different Municipalities. **RK** highlighted the value of Municipalities adopting a longer-term perspective on their project finance strategies, as this allowed for better economies of scale when raising debt in the capital markets.
16. **SN** expressed interest in participating beyond the initial 3-year period but highlighted that Overstrand Municipality faced short-term constraints regarding strategic and budget flexibility.
17. **SV** highlighted that the total debt requirement could be increased through strategic changes.
18. **RK** explained that the platform could potentially be used to fund other types of projects, but this was dependent on the structuring of the platform.
19. **MBr** highlighted Pegasys' role concerning the development of energy and solid waste projects.
20. **MBr** committed to assisting Overstrand Municipality in obtaining its land lease from the Department of Public Works for the Desalination Plant.
21. **DC** highlighted the difference between stated loan requirements and submitted budgets, asking how Provincial Treasury should interpret this discrepancy.
22. **SN** emphasized that CFOs and Municipalities needed to obtain firm commitments across the board.
23. **SV** stated that Saldanha Bay Municipality projections should be aligned with the Medium Term Revenue and Expenditure Framework (MTREF).
24. **MBn** suggested that different timelines could result in differing figures, which could subsequently be reconciled.

Minutes

25. **DC** asked Drakenstein Municipality to reconcile the R100m loan requirement projected for the 2026/2027 financial year.
26. **MS** confirmed that Stellenbosch Municipality's loans were included in the MTREF budget.
27. **MBn** highlighted that Swartland Municipality operated a rolling 5-year capital plan, which could be easily reconciled with the Provincial Treasury's perspective. MBn also suggested that the Municipal Manager (MM) from each participating Municipality should officially approve the proposed projects.
28. **EM** encouraged the Municipalities to utilize the **SIDAFF Programme**, noting it would provide detailed financial analysis and could leverage strengths across the Municipalities and the Provincial Treasury.
29. **RK** highlighted the opportunity to use the **SIDAFF Programme** as a mechanism for joint applications to the Budget Facility for Infrastructure (BFI). **MBr** noted that Pegasys was also exploring this possibility.

TEA BREAK

Start of session 2

30. **AM** led the discussion on the potential procurement modalities for the **SIDAFF Programme**.
31. **SN** stated that the Municipalities preferred Option 1 (PT-led), noting its reduced complexity and that it allowed for lower barriers to entry for future participating Municipalities.
32. **SV** enquired about MBn's perspective.
33. **MBn** noted that it was early in the process to provide a definitive answer and asked for clarity regarding the future involvement of overseas funders.
34. **SV** highlighted the importance of local investors, such as pension funds and African banks, asking how they might participate.
35. **RK** relayed that the Swiss State Secretariat for Economic Affairs (SECO) offered only grant funding, not financial investment. However, the Danish development finance institution (DFI) possessed a lending arm that might be interested in purchasing notes.
36. **EN** ensured the group that while no investors were excluded outright from purchasing notes in the financial platform, measures were in place to ensure an appropriate blend of investors.
37. **SK** enquired about the potential term (tenor) of the loan to be structured.
38. **RK** reiterated that a tenor exceeding 10 years would be competitive and would better align with the lifespan of the assets being financed.
39. **SN** enquired about the possibility of including a rate ceiling for the arranger bank, potentially as part of the tender process.
40. **RK** highlighted the existence of ongoing parallel work streams with the financial sector aimed at ascertaining how the debt would be priced.
41. **SV** highlighted that 10-year terms were preferable for the municipalities from a cost perspective.
42. **SN** noted that some projects, such as pipe replacements, had 40-year lifespans. While shorter loan durations might be cheaper in absolute terms, they placed greater pressure on ratepayers. This pressure could be alleviated using longer-duration loans.
43. **SN** suggested creating a think tank composed of CFOs to stimulate innovative approaches to finance structuring.
44. **SK** highlighted that the real value lay in the potential for pension fund investment.
45. **EN** highlighted that a shift in mindset would be beneficial. Municipalities could not create blended finance structures independently, whereas the **SIDAFF Programme** could facilitate this. EN also highlighted the ethical arguments for distributing infrastructure payments across future taxpayers who would benefit from the assets.

Minutes

46. **MBn** requested that MBr obtain Memoranda of Agreement (MOA) from all participating Municipalities, the Provincial Treasury (PT), and the Department of Local Government (DLG).
47. **MBr** agreed to take this action forward.



7.3**PROPOSED DRAFT MEMORANDUM OF AGREEMENT WITH VOLUNTEER WILDFIRE SERVICES (VWS)****L Smith****Chief: Fire, Rescue & Disaster Management****13 November 2025****(028) 313 5041****1. Executive Summary**

The purpose of this report is to advise Council of a proposed Memorandum of Agreement with Volunteer Wildfire Services (VWS) which can potentially have financial implications for the Overstrand Municipality.

2. Service Delivery and Budget Implementation Plan - IGNITE

Municipal Public Safety
Fire, Rescue & Disaster management

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment

4. Delegated Authority

None

5. Legal Requirements

Constitution of the Republic of South Africa, 1996
SANS 10090: Community Protection Against Fires
Fire Brigade Services Act, Act 99 of 1987
Community Fire Safety By-law P.N. 6454/2007
By-laws of the Overstrand Municipality
Service Delivery Budget Implementation Plan

6. Background/Discussion**Background**

Overstrand Fire Brigade has a long-standing professional relationship with Volunteer Wildfire Services (VWS). VWS is a non-profit organisation driven by a team of passionate volunteers across the four established bases in Cape Town, namely Helderberg, Newlands, South Peninsula and Stellenbosch.

The ground team is a specialised ground team and perform duties beyond that of an ordinary ground team.

In terms of fire suppression activities, a specialised ground team can perform more than a ground team as they are highly trained for technical scenarios and utilise more equipment than an ordinary ground team. The Western Cape Ground Crew Work Group is in the process of establishing a Ground Crew Resource Typing document which outlines the minimum standards of a Type 1, Type 2 and Type 3 ground crew, of which VWS will be classified as a Type 1 resource.

For the purpose of understanding the basic differences between the typing, the minimum standards can be defined as follows:

Type 1: Initial attack/ can be broken into sticks where applicable, fire line construction, complex firing operations.

Type 2: Initial attack/ can be broken into sticks, where applicable fire line construction, firing to including burnout

Type 3: Fire line construction, fire line improvement, mop-up and rehab.

Discussion

It is proposed that Overstrand Municipality and VWS enter into an agreement for a period not exceeding three years for the rendering of services to the Overstrand Municipality by providing specialised ground team resources to attend to large or extended incidents. As per the proposed MoA, the Overstrand Municipality will only be liable for transportation costs as per clause 6.6 which reads "*Direct costs for transport to and from incidents located more than 50 kilometres of any VWS station may be invoiced by the VWS at the rates set out in Annexure A, as may be amended annually on the anniversary of the Signature Date*".

The Overstrand Municipality covers an area of 1708 square kilometres which consist diverse terrain of mountains, coastlines, and wetlands, supporting rich fauna and flora. Due to some areas being mountainous, it is only accessible by ground teams or specialised ground teams. The ground team or specialised ground team is designed to be self-sustainable with all resources for a period of up to 24-hours, meaning they can be dropped of one point, work along the fire line for up to 24-hours, and return to the Incident Command Post for debriefing and reporting any areas of concern at the end of their operational period. The utilisation of the ground team or specialised ground team will be in line with the agencies policy.

The proposed MoA was distributed to the Legal Services division for vetting, and comments and amendments as proposed by the Legal Services was

accepted by VWS. The document annexed as Annexure A is the final document.

7. Financial Implications

Overstrand Municipality will only be charged for direct transport costs to and from incidents located more than 50kilometers from any VWS base station. The rate will be amended annually on the anniversary of the signature date. The transportation rates are dependent on the vehicle type. For the first year, the following rate per km will be applicable:

| | |
|--|---------|
| Bush tanker and crew transporter (4x4, 4000L, 13 seater) | R 15.00 |
| Crew transporter (4x2, 10 seater) | R 7.00 |
| Crew transporter (4x4, 12 seater) | R 12.00 |
| Crew transporter (4x4, 5 seater) | R 9.00 |
| Crew transporter (4x4, 8 seater) | R 9.00 |
| Logistics or supervisor transport, 2 seater | R 6.00 |
| Skid unit (4x4) | R 9.00 |

Source of Funding eg. Capital/Operating Budget Provisions

| | |
|------------------------------|--------------------------------------|
| Unique Key | : 20240627095553 |
| Cost Account | : 18790200360000 |
| Item Description | : Outsourced Services: Fire Services |
| Budget Provision 2025/2026 | : R 1 500 000.00 |
| Spent to Date/Committed | : R 322 092.80 |
| Balance Available | : R 1 177 907.20 |
| Funds Required *This report) | : R TBC |

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

Senior Legal Advisor, Mr R Marinus – (028 313 5031)

Refer to Annexure B

10. Annexures

Annexure A: Proposed Draft Memorandum of Agreement with Volunteer Wildfire Services (VWS)

Annexure B: Comments received from Legal Services

RECOMMENDATION TO THE COUNCIL:

that the proposed Memorandum of Agreement with Volunteer Wildfire Services (VWS) **be approved.**

RESPONSIBLE OFFICIAL :**L SMITH****TARGET DATE FOR IMPLEMENTATION :****1 DECEMBER 2025**



MEMORANDUM OF AGREEMENT FOR WILDFIRE MANAGEMENT

Entered into by and between:

The Overstrand Municipality

Represented by **Dr DGI O'Neill** in his capacity as **Municipal Manager**

duly authorised thereto

(Herein referred to as “Overstrand Municipality”)

and

Volunteer Wildfire Services

(Hereinafter referred to as “VWS”)

Duly authorised and represented by **Jeremy Rose** in his capacity as **Director**

November 2025 – October 2028

1 PREAMBLE

WHEREAS -

- 1.1 Overstrand Municipality is a local municipality established in terms of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) and exercising its mandate in terms of Schedules 4B and 5B of the Constitution;
- 1.2 Overstrand Municipality is desirous of having additional self-managed, self-resourced and well-equipped, and trained wildfire-fighting resources at its disposal;
- 1.3 There is a need for Overstrand Municipality to —
 - implement an effective initial and extended attack command system during high fire danger periods in order to reduce disastrous fires;
 - promote the development of a nationally integrated approach to wildfire firefighting in South Africa; and
 - cooperatively manage and share resources during wildfire suppression and integrated fire management activities;
- 1.4 The VWS is a financially self-sustaining, donor-funded entity registered as a Non-Profit Company (NPC) and Public Benefit Organisation (PBO), whose primary objective is to provide services, support and education that aim to reduce the impact of wildfire hazards, and whose services include wildland fire-fighting and fire prevention services;
- 1.5 The VWS provides volunteer wildfire suppression support to various conservation agencies, fire protection associations, and municipalities in the Western Cape;
- 1.6 For several years the VWS has assisted on an *ad hoc* basis with wildfire suppression and prescribed fire activities in the Overstrand Municipality; and
- 1.7 The Overstrand Municipality and VWS are desirous of entering into a formal agreement to regulate the relationship between the two parties at an organisational and local level with respect to their roles and responsibilities –

THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS.

2 INTERPRETATION

In this MoA, unless inconsistent with the content:

- 2.1 **“Agreement”** means this Agreement and any instructions, Annexures and / or addendums thereto, entered into by and between the Parties for veldfire and other incident management and shall be called the “VWS/Overstrand Memorandum of Agreement”, and **“MoA”** shall have a corresponding meaning;
- 2.2 **“Overstrand Municipality”** means the local municipality established as a juristic person in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), read with section 151 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996), having perpetual succession and the legal capacity to exercise the powers and perform the functions of a municipality as set out in Schedules 4B and 5B of the Constitution;
- 2.3 **“Fire Fighting”** means any wildfire suppression operations including ground and aerial actions;
- 2.4 **“Fire Management”** implies the planning, organisation, and control of all activities related to Fire Fighting and Prescribed Fires;
- 2.5 **“Ground Crew”** means a VWS crew consisting of between five and thirteen volunteers including a crew leader with the requisite training, fitness, equipment, and PPE, and **“crew”** shall have a corresponding meaning;
- 2.6 **“ICS”** means the Incident Command System, an international system designed by the United States National Wildfire Coordinating Group and adopted by the Parties to this Agreement for the management of all major incidents, including fires which entail a standardised approach, organisation and terminology to be used for the management of these incidents.
- 2.7 **“Parties”** means VWS and Overstrand Municipality.
- 2.8 **“PPE”** means Personal Protective Equipment.
- 2.9 **“Responsible official”**, is the official appointed in terms of this MoA to liaise, assist, and coordinate with the VWS.
- 2.10 **“Signature Date”** means the date on which this MoA is signed by the last signing party.
- 2.11 **“SOP”** mean Standard Operating Procedures compiled for all fire management activities and administrative procedures established by VWS.

- 2.12 "**VWS**" means the Volunteer Wildfire Services, an organisation registered as a Non-Profit Company (NPC) Registration No 2005/027/497/08 with the object of providing services, support, and education that aim to reduce the impact of wildfire hazards.
- 2.13 "**Wildfires**" means all types of fires as envisaged in the National Veld and Forest Fire Act (101 of 1998).
- 2.14 Unless the contrary is clearly indicated by the context, words importing the singular shall include the plural and *vice versa*, words importing the masculine gender shall include the female gender, and words importing persons shall include partnerships and corporate bodies.

3 DURATION

- 3.1 Notwithstanding the signature date, this Agreement will commence on 1 November 2025 and will be valid and enforceable until 31 October 2028, upon which date this Agreement will terminate with immediate effect unless renewed in writing by agreement between the Parties or terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.
- 3.2 This Agreement shall remain in force for a period of three years and shall be subject to an annual review during June of each year to ensure procedural effectiveness.
- 3.3 It is specifically recorded that the provisions contained in clause 8 relating to confidentiality, shall remain in force and effect beyond the termination of this agreement.

4 GENERAL OBLIGATIONS OF PARTIES

- 4.1 Overstrand Municipality and VWS will actively promote, use, and participate in the ICS during any wildfire incidents.
- 4.2 Where VWS renders any service to Overstrand Municipality, the former shall carry out the services under the general direction and to the satisfaction of the latter;
- 4.3 This MoA outlines the relationship between VWS and Overstrand Municipality at an organisational and local level. VWS shall ensure that it has and maintains SOP's for all their organisational and Integrated Fire Management activities during the subsistence of this Agreement and these SOP's shall apply to all VWS personnel.
- 4.4 If VWS uses any infrastructure or facilities made available by Overstrand Municipality, such infrastructure or facilities will remain the property of the municipality and no transfer of ownership to VWS is implied or possible. The use of such infrastructure or facility is only valid until the purpose of its use is met, alternatively for the duration of this MoA, and in either event on such conditions as the Overstrand Municipality may prescribe in its discretion.

5 OBLIGATIONS OF VWS TOWARDS OVERSTRAND MUNICIPALITY

- 5.1 To select, recruit, train, equip, and deploy volunteers for fire management as per the VWS SOP's;
- 5.2 To supply suitable VWS vehicles and drivers to transport crews;
- 5.3 To maintain physical fitness and levels of fire-fighting readiness of crew members as per the approved VWS SOP's;
- 5.4 To supply and maintain all the required Fire Fighting Equipment and PPE as per the approved VWS SOP's;
- 5.5 To ensure that all the crews' training requirements are fulfilled as in the VWS SOP's. This will include, but not be restricted to:
 - 5.5.1 Basic Wildfire Suppression or equivalent for fire-fighting;
 - 5.5.2 Single Resource Leader;
 - 5.5.3 Strike team or task force leader;
 - 5.5.4 Division or group supervisor;
 - 5.5.5 First aid;
 - 5.5.6 Driver; and
 - 5.5.6 Other roles as may be determined from time to time;
- 5.6 VWS volunteers will adhere to the VWS code of conduct and VWS will manage all disciplinary actions brought against VWS personnel;
- 5.7 VWS will pay the running costs of the transport supplied within 50 kilometres of any VWS station;
- 5.8 VWS will, on request by Overstrand Municipality, supply comprehensive Standard Operating Procedures for safe operations and codes of conduct to Overstrand Municipality; and
- 5.9 VWS will fulfil all its obligations in terms of the Occupational Health and Safety Act (85 of 1993).

6 OBLIGATIONS OF OVERSTRAND MUNICIPALITY TOWARDS VWS

- 6.1 To ensure all requests for VWS resources are undertaken through the agreed-upon procedure in this MoA (Clause 7), and in accordance with the ICS;
- 6.2 To report any actual or potential breaches of the VWS code of conduct to VWS;
- 6.3 If a VWS vehicle is not available to transport the crew, Overstrand Municipality may make use of its own vehicles for crew transport on condition that the vehicle complies with the road ordinance specifications for labour transport; and
- 6.5 To supply all radio communications equipment, within its available resources, as may be required for an incident.
- 6.6 Direct costs for transport to and from incidents located more than 50 kilometres of any VWS station may be invoiced by the VWS at the rates set out in **Annexure A**, as may be amended annually on the anniversary of the Signature Date;
- 6.7 It is specifically recorded that as VWS's services are provided on a strictly volunteer basis, Overstrand Municipality shall in no manner or form have any expenditure obligations for whatever reason or howsoever arising, including but not limited to remuneration or otherwise, towards VWS, other than as provided in 6.6 above.

7 DISPATCH PROCEDURES FOR VWS RESOURCES

- 7.1 From time to time Overstrand Municipality's Chief Fire Officer or his designated representative may determine the need for VWS resources.
- 7.2 The relevant representative of Overstrand Municipality may request assistance from VWS by contacting a designated VWS contact or dispatch centre as shall be determined and communicated prior to the commencement of each fire season. The request shall include details of the incident, the time and location, what resources are required, and the number and type of resources required.
- 7.3 The availability of VWS resources is not guaranteed. VWS operates on a voluntary basis and has commitments to various conservation agencies and municipalities within its area of operation. When a request is made for VWS resources the VWS Dispatch Centre will determine availability of VWS resources for a given incident and communicate this to Overstrand Municipality.
- 7.4 Upon arrival at an incident the VWS resource will communicate with the Incident Commander or other designated official of Overstrand Municipality to receive assignments, reporting structure, and communications, and to confirm anticipated stand down times and other details.

- 7.5 The VWS resources assigned to an Overstrand Municipality incident will at all times receive and respond to instructions from the municipality's designated operational supervisor within the ICS established for that incident.
- 7.6 Overstrand Municipality's Incident Commander at the fire incident utilising VWS resources will report the arrival and departure of the teams from the incident to the on-duty VWS Dispatcher.
- 7.7 During the provision of volunteer Fire Fighting services, the VWS crew shall be subject to the control and direction of Overstrand Municipality's chief fire officer or an official designated by him.

8 CONFIDENTIALITY

- 8.1 The Parties shall neither directly nor indirectly use for their own benefit or the benefit of any other person and shall keep confidential and not disclose, any trade secrets or confidential information of each other or their clients, to which they have become privy during the association with each other;
- 8.2 The Parties shall, depending on the circumstances, only divulge such information to third parties connected with them which, in the opinion of the relevant Party, is legally required or entitled to have that information;
- 8.3 VWS volunteers shall neither directly nor indirectly communicate any specific information to any outside party, including social media networks, regarding or related to Overstrand Municipality wildfire management without the prior permission of Overstrand Municipality.

9 INCIDENT INVESTIGATION

- 9.1 Any medical or vehicle accident, involving joint resources of VWS and Overstrand Municipality, will be jointly investigated by both parties.
- 9.2 Any such incident must be reported to the Overstrand Chief Fire Officer or his designee as well as the VWS Dispatch Centre.
- 9.3 The outcome of any investigation must be reduced to writing and signed by both parties.

10 INDEPENDENT RELATIONSHIP

- 10.1 Neither party shall have any authority over the other party's internal business affairs or decisions. Neither party shall have the authority to act on behalf of, represent, or legally bind the other party, including holding itself out as having any such authority.

- 10.2 No employment and/or agency relationship shall be created by this Agreement and no vicarious liability will be attributed to a party as a result of the conduct of the other party.

11 INDEMNITY

- 11.1 VWS indemnifies and holds harmless Overstrand Municipality and its employees against all losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the services undertaken by VWS in terms of this MoA.
- 11.2 VWS shall secure its own medical and death benefit insurance cover for its volunteers during training and integrated fire operations. The extent of the insurance cover is at VWS's sole discretion.
- 11.3 Overstrand Municipality and its employees shall not be liable for any damages or compensation payable by VWS and VWS hereby indemnifies and holds harmless Overstrand Municipality and its employees in respect of or in consequence of any accident or injury to any volunteer of the VWS.

12 TERMINATION OF AGREEMENT

- 12.1 Either party will be entitled to terminate this Agreement by way of a 14-day written notice should any of the following events arise:
- 12.1.1 any Party being placed under judicial management or curatorship or being placed in liquidation;
 - 12.1.2 either Party not complying with the specific requirements of any relevant legislation;
 - 12.1.3 any judgement is taken against either party and such party fails to satisfy same within the period provided for in the order;
 - 12.1.4 attachment is levied on any property or assets of either Party;
 - 12.1.5 any one of the Parties fail to meet or comply with the Agreement after written notice to comply with the Agreement within 5 days of the date of the notice;
 - 12.1.6 any one of the Parties commit any act which, in the reasonable opinion of the other party adversely affects or is likely to adversely affect the goodwill or reputation of the other party or any of their employees or clients.

13 DOMICILIUM CITANDI ET EXECUTANDI

- 13.1 The Parties choose as *domicilia citandi et executandi* their respective addresses set out below for all purposes arising out of or in connection with this MoA which addresses all processes and notices arising out of or in connection with this MoA, its breach or termination, may validly be served upon or delivered to the Parties:

VWS VWS Base
 Newlands Forest Fire Base,
 Union Avenue,
 Newlands, Cape Town, 7700

Email: partners@vws.org.za

Overstrand Municipality

1 Magnolia Street
 Westcliff
 Hermanus
 7200

Email: enquiries@overstrand.gov.za
 Telephone: 028 313 8000

or, such other address, not being a post office box or poste restante, of which the Party concerned, may notify the others in writing, as soon as this change becomes official.

13.2 Any notice given in terms of this MoA shall be in writing and shall:

13.2.1. If delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; or

13.2.2 If delivered by electronic mail, be deemed to have been duly received by the addressee on the date of delivery;

13.3 Any Party will give the other Party 10 days' written notice of a change of address. The other Party will acknowledge receipt of such notice in writing.

14 ASSIGNMENT

14.1 Neither Party to this MoA shall be entitled to cede or assign rights under this MoA or any portion thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

15 REPRESENTATIONS

15.1 The Parties admit that no representations, other than those contained in this MoA, were made leading to the entering into this MoA.

16 ENTIRE AGREEMENT

16.1 This MoA contains all the terms and conditions of the MoA between the Parties and neither Party shall be bound by any undertakings, representations or warranties not recorded herein.

17 NON VARIATION

17.1 No renewal, variation or addition to this MoA or this clause shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

17.2 No indulgence or relaxation given by either party shall be construed as a waiver of rights of such party by the other party.

18 SEVERABILITY

18.1 In the event that any of the terms of this MoA are found to be invalid unlawful or unenforceable, such term(s) will be severable from the remaining terms, which will continue to be valid and enforceable.

19 APPLICABLE LAW AND JURISDICTION

19.1 The validity, interpretation and performance of this MoA will be governed by the laws of South Africa.

20 DISPUTE RESOLUTION

20.1 Any dispute between the parties which has its basis in any provisions of this agreement, shall be referred by the parties to their Executive Committees to reach an amicable resolution between them within 30 days from the dispute being so referred. If not resolved within 30 days, either party shall be entitled to immediately cancel this agreement upon the provisions contained in clause 12 herein above.

21 SIGNED

For VWS

SIGNED AT _____ ON THIS ____ DAY OF _____ 2025.

Name

Capacity:

As witnesses:

For Overstrand Municipality

SIGNED AT _____ ON THIS ____ DAY OF _____ 2025.

Name

Capacity:

As witnesses:

ANNEXURE A**Reimbursable transportation rates**

Version: September 2025

| Vehicle type | Rate per km |
|---|--------------------|
| Bush tanker and crew transporter (4x4, 4000L, 13 seater) | R 15.00 |
| Crew transporter (4x2, 10 seater) | R 7.00 |
| Crew transporter (4x4, 12 seater) | R 12.00 |
| Crew transporter (4x4, 5 seater) | R 9.00 |
| Crew transporter (4x4, 8 seater) | R 9.00 |
| Logistics or supervisor transport, 2 seater | R 6.00 |
| Skid unit (4x4) | R 9.00 |



MEMORANDUM OF AGREEMENT FOR WILDFIRE MANAGEMENT

Entered into by and between:

The Overstrand Municipality

Represented by **Dr D Glean O'Neill** in his/her capacity as **Municipal Manager for Chief Fire Officer?**

duly authorised thereto

(Herein referred to as "Overstrand Municipality")

and

Volunteer Wildfire Services

(Hereinafter referred to as "VWS")

Duly authorised and represented by **//** in his/her capacity as **Director**

October 2025 – September 2028

1 PREAMBLE

WHEREAS -

- 1.1 Overstrand Municipality is a local municipality established in terms of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) and exercising its mandate in terms of Schedules 4B and 5B of the Constitution;
- 1.2 Overstrand Municipality is desirous of having additional self-managed, self-resourced and well-equipped, and trained wildfire-fighting resources at ~~their~~ its disposal;
- 1.3 There is a need ~~for~~by Overstrand Municipality to —
 - implement an effective initial and extended attack command system during high fire danger periods in order to reduce disastrous fires;
 - promote the development of a nationally integrated approach to wildfire firefighting in South Africa; and
 - cooperatively manage and share resources during wildfire suppression and integrated fire management activities;
- 1.4 The VWS is a financially self-sustaining, donor-funded entity registered as a Non-Profit Company (NPC) and Public Benefit Organisation (PBO), whose primary objective is to provide services, support and education that aim to reduce the impact of wildfire hazards, and whose services include wildland fire-fighting and fire prevention services;
- 1.5 The VWS provides volunteer wildfire suppression support to various conservation agencies, fire protection associations, and municipalities in the Western Cape;
- 1.6 For several years the VWS has assisted on an *ad hoc* basis with wildfire suppression and prescribed fire activities in the Overstrand Municipality; and
- 1.7 The Overstrand Municipality and VWS are desirous of entering into a formal agreement to regulate the relationship between the two parties at an organisational and local level with respect to their roles and responsibilities –

THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS.

2 INTERPRETATION

In this MoA, unless inconsistent with the content:

- 2.1 **"Agreement"** means this Agreement ~~and any instructions, Annexures and / or addendums thereto,~~ entered into by and between the Parties ~~for veldfire and other incident management~~ and shall be called the "VWS/Overstrand Memorandum of Agreement", ~~for veldfire and other incident management and~~ **"MoA"** shall have a corresponding meaning;
- 2.2 **"Overstrand Municipality"** means the local municipality established as a juristic person in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998), read with section 151 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996), having perpetual succession and the legal capacity to exercise the powers and perform the functions of a municipality as set out in Schedules 4B and 5B of the Constitution;
- 2.3 **"Fire Fighting"** means any wildfire suppression operations including ground and aerial actions;
- 2.4 **"Fire Management"** implies the planning, organisation, and control of all activities related to ~~f~~ire Fighting;
- 2.5 **"Ground Crew"** means a VWS crew consisting of between five and thirteen volunteers including a crew leader with the requisite training, fitness, equipment, and PPE, and "crew" shall have a corresponding meaning;
- 2.6 **"ICS"** means the Incident Command System, an international system designed by the United States National Wildfire Coordinating Group and adopted by the Parties to this Agreement for the management of all major incidents, including fires which entail a standardised approach, organisation and terminology to be used for the management of these incidents.
- ~~2.7 "MoA" means this Memorandum of Agreement, and any instructions, Annexure(s) and or addendums to this document.~~
- ~~2.8.7~~ **"Parties"** means VWS and ~~the~~ Overstrand Municipality.
- ~~2.9.8~~ **"PPE"** means Personal Protective Equipment.
- ~~2.10.9~~ **"Responsible official"**, is the official appointed in terms of this MoA ~~Memorandum of Agreement~~ to liaise, assist, and coordinate with the VWS.
- ~~2.11.10~~ **"Signature Date"** means the date on which this MoA is signed by the last signing party.

Commented [RM1]: MOA was separately defined but I merged the two as they were referring to the same thing.

~~2.12.11~~ "SOP" mean Standard Operating Procedures compiled for all fire management activities and administrative procedures established by VWS.

~~2.13.12~~ "VWS" means the Volunteer Wildfire Services, an organisation registered as a Non-Profit Company (NPC) Registration No 2005/027/497/08 with the object of providing services, support, and education that aim to reduce the impact of wildfire hazards.

~~2.14.13~~ "Wildfires" means all types of fires as envisaged in the National Veld and Forest Fire Act (101 of 1998).

~~2.15.14~~ Unless the contrary is clearly indicated by the context, words importing the singular shall include the plural and *vice versa*, words importing the masculine gender shall include the female gender, and words importing persons shall include partnerships and corporate bodies.

3 DURATION

- 3.1 Notwithstanding the signature date, this Agreement will commence on **1 October 2025** and will be valid and enforceable until **30 September 2028**, upon which date this Agreement will terminate with immediate effect unless renewed in writing by agreement between the Parties or terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.
- 3.2 This Agreement shall remain in force for a period of three years and shall be subject to an annual review during June of each year to ensure procedural effectiveness.
- 3.3 It is specifically recorded that the ~~confidentiality agreement clauses as provisions~~ contained in clause 8 ~~relating to confidentiality~~, shall remain in force ~~and effect~~ beyond the termination of this agreement.

4 GENERAL OBLIGATIONS OF PARTIES

- 4.1 Overstrand Municipality and VWS will actively promote, use, and participate in the ICS ~~(the international and nationally accepted incident command system)~~ during any wildfire incidents.
- 4.2 Where ~~the Partners~~ VWS renders any service to ~~each other~~ the Overstrand Municipality, ~~they shall former shall~~ carry out the services under the general direction and to the satisfaction of ~~each other~~ the latter;
- 4.3 This MoA outlines the relationship between VWS and Overstrand Municipality at an organisational and local level. ~~The VWS shall ensure that it~~ has and maintains SOP's for all their organisational and Integrated Fire Management activities ~~during the subsistence of this Agreement~~ and these SOP's shall apply to all VWS personnel.

Commented [RM2]: Considering the definition of wildfires above, this means any veld, forest or mountain fires as per the National Veld and Forest Fire Act, 1998.

Take note that this implies that VWS will not be utilised for any urban fires.

Is that the correct understanding? If it is the intention of both parties that VWS may be called on for urban fires as well, such an amendment should be made to the agreement to reflect same.

If it is intended that VWS would only assist in veld, forest or mountain fires, no amendment is necessary.

Commented [RM3]: We are not providing any services top VWS.

4.4 If VWS uses any infrastructure or facilities made available by ~~the~~ Overstrand Municipality, such infrastructure or facilities will remain the property of the ~~municipality~~ state and no transfer of ownership to ~~the~~ VWS is implied or possible. The use of ~~that such~~ infrastructure or facility is only valid ~~until the purpose of its use is met, alternatively~~ for the duration of this MoA, ~~and in either event/er on such conditions as the Overstrand Municipality may prescribe in its discretion~~.

Commented [RM4]: This is included so that we retain complete control over our assets.

5 OBLIGATIONS OF VWS TOWARDS OVERSTRAND MUNICIPALITY

5.1 To select, recruit, train, equip, and deploy volunteers for fire management as per the VWS SOP's;

5.2 To supply suitable VWS vehicles and drivers to transport crews;

5.3 To maintain physical fitness and levels of fire-fighting readiness of crew members as per the approved VWS SOP's;

5.4 To supply and maintain all the required Fire Fighting Equipment and ~~PPE~~ ~~Personal Protective Equipment (PPE)~~ as per the approved VWS SOP's;

5.5 ~~To ensure that all the crews' training requirements are fulfilled as in the VWS SOP's~~. This will include, but not be restricted to:

Commented [RM5]: Please consider whether you are satisfied with this level of training as the technical subject matter expert.

- 5.5.1 Basic Wildfire Suppression or equivalent for fire-fighting;
- 5.5.2 Single Resource Leader;
- 5.5.3 Strike team or task force leader;
- 5.5.4 Division or group supervisor;
- 5.5.5 First aid;
- 5.5.6 Driver; ~~or~~ and
- 5.5.6 Other roles as may be determined from time to time;

5.6 VWS volunteers will adhere to the VWS code of conduct and VWS will manage all disciplinary actions brought against VWS personnel;

5.7 ~~VWS will pay the running costs of the transport supplied within 50 kilometres of any VWS station~~;

Commented [RM6]: Who will be responsible for costs beyond the 50 kilometres?

5.8 VWS will, ~~on request by Overstrand Municipality~~, supply comprehensive Standard Operating Procedures for safe operations and codes of conduct ~~on request by~~ ~~to~~ Overstrand Municipality; and

5.9 VWS will fulfil all its obligations in terms of the Occupational Health and Safety Act (85 of 1993).

6 OBLIGATIONS OF OVERSTRAND MUNICIPALITY TOWARDS VWS

- 6.1 To ensure all requests for VWS resources are undertaken through the agreed-upon procedure in this MoA (Clause 7), and in accordance with the ICS;
- 6.2 To report any actual or potential breaches of the VWS code of conduct to ~~the~~ VWS;
- 6.3 ~~To promote the implementation of the VWS SOPs;~~
- 6.4 If a VWS vehicle is not available to transport the crew, Overstrand Municipality may make use of its own vehicles for crew transport on condition that the vehicle complies with the road ordinance specifications for labour transport; and
- 6.5 ~~To supply all radio communications equipment, to the extent within its available resources, as may be required for an incident.~~
- 6.6 ~~It is specifically recorded that as the VWS Fire Fighting services are provided on a strictly volunteer basis, the Overstrand Municipality shall in no manner or form have any expenditure obligations for whatever reason or howsoever arising, whether in the form of including but not limited to remuneration or otherwise, obligations towards VWS.~~

Commented [RM7]: OM can only be bound by and promote its own SOPs. We may adopt SOPs recommended by VWS but that would need to be considered on a case by case basis

Commented [RM8]: Take note of this duty. Do we have the resources to agree to this and are we happy to do so from an operational perspective?

7 DISPATCH PROCEDURES FOR VWS RESOURCES

- 7.1 From time to time ~~the~~ Overstrand Municipality's Chief Fire Officer or his ~~other~~ designated representative may determine the need for VWS resources.
- 7.2 The relevant representative of ~~the~~ Overstrand Municipality may request assistance from ~~the~~ VWS by contacting a designated VWS contact or dispatch centre as shall be determined and communicated prior to the commencement of each fire season. The request shall include details of the incident, the time and location, ~~what~~ resources are required, and the number and type of resources required.
- 7.3 The availability of VWS resources is not guaranteed. VWS operates on a voluntary basis and has commitments to various conservation agencies and municipalities within its area of operation. When a request is made for VWS resources the VWS Dispatch Centre will determine availability of VWS resources for a given incident and communicate this to ~~the~~ Overstrand Municipality.
- 7.4 Upon arrival at an incident the VWS ~~resource~~ will communicate with the Incident Commander or other designated official of ~~the~~ Overstrand Municipality to receive assignments, reporting structure, and communications, and to confirm anticipated stand down times and other details.

Commented [JW9]: I think this can be deleted.

Commented [JW10]: Rather the "representative"?

7.5 The VWS resources assigned to an Overstrand Municipality incident will at all times receive and respond to instructions from their municipality's designated operational supervisor within the ICS established for that incident.

7.6 Overstrand Municipality's Incident Commander at the fire incident utilising VWS resources will report the arrival and departure of the teams from the incident to the on-duty VWS Dispatcher.

Commented [RM11]: Take note of this duty.

7.7 During the provision of volunteer Fire Fighting services, the VWS crew shall be subject to the control and direction of the Overstrand Municipality's chief fire officer or an official designated by him.

Commented [JW12]: Lester, if I remember correctly, the JOC's / ICS's aren't necessarily run by OM officials; it may be one of the other partners of the FPA or Agencies. If that is the case, should we consider rephrasing this clause?

8 CONFIDENTIALITY

8.1 The Parties shall neither directly nor indirectly use for their own benefit or the benefit of any other person; and shall keep confidential and not disclose, any trade secrets or confidential information of each other or their clients, to which they have become privy during the association with each other;

8.2 The Parties shall, depending on the circumstances, only divulge such information to third parties connected with them; which, in the opinion of the relevant Party institution, is legally required or entitled to have that information;

8.3 VWS volunteers shall neither directly nor indirectly communicate any specific information to any outside party, including social media networks, regarding or related to Overstrand Municipality wildfire management without the prior permission of Overstrand Municipality.

9 INCIDENT INVESTIGATION

9.1 Any medical or vehicle accident, involving joint resources of VWS and Overstrand Municipality, will be jointly investigated by both parties.

9.2 Any such incident must be reported to the Overstrand Chief Fire Officer or his/her designee as well as the VWS Dispatch Centre.

9.3 The outcome of any investigation must be reduced to writing and signed by both parties.

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10.1 Neither party shall have any authority over either the other party's internal business affairs or decisions. Neither party shall have the authority to act on behalf of, represent, or legally bind the other party, including holding itself out as having any such authority.

~~10.10.2~~ No employment and/or agency relationship shall be created by this Agreement and no vicarious liability will be attributed to a party as a result of the conduct of the other party and no party shall have the authority to represent and/or bind the other party.

11 INDEMNITY

- 11.1 VWS ~~shall indemnify~~ indemnifies and holds harmless Overstrand Municipality and its employees against all losses and claims for injuries or damage to any person or property ~~belonging to VWS~~ which may arise out of or in consequence of the services undertaken by VWS in terms of this MoA.
- 11.2 VWS shall secure its own medical and death benefit ~~accidental~~ insurance cover for its volunteers during training and integrated fire operations. The extent of the insurance cover is at VWS's sole discretion.
- 11.3 Overstrand Municipality and its employees shall not be liable for any damages or compensation payable at law by VWS and VWS hereby indemnifies and holds harmless Overstrand Municipality and its employees in respect of or in consequence of any accident or injury to any volunteer of the VWS.

12 TERMINATION OF AGREEMENT

- 12.1 Either party will be entitled to terminate this Agreement by way of a 14-day written notice should any of the following events arise:
- 12.1.1 any Party being placed under judicial management or curatorship or being placed in liquidation;
- 12.1.2 either Party not complying with the specific requirements of any relevant legislation;
- 12.1.3 any judgement is taken against either party and ~~such~~ the party fails to satisfy ~~the same~~ within ~~10 days thereof~~ the period provided for in the order;
- 12.1.4 attachment is levied on any property or assets of ~~any of either Party of the Parties~~;
- ~~12.1.5~~ any one of the Parties fails to meet or comply with the Agreement after written notice to comply with the Agreement within 5 days of the date of the notice;
- ~~12.1.6~~ any one of the Parties commits any act which, in the reasonable opinion of ~~one of~~ the other party adversely affects or is likely to adversely affect the goodwill or reputation of the other party or any of their employees or clients.

13 DOMICILIUM CITANDI ET EXECUTANDI

13.1 The Parties choose as *domicilia citandi et executandi* their respective addresses set out below for all purposes arising out of or in connection with this MoA which addresses all processes and notices arising out of or in connection with this MoA, its breach or termination, may validly be served upon or delivered to the Parties:

VWS VWS Base
 Newlands Forest Fire Base,
 Union Avenue,
 Newlands, Cape Town, 7700

Email: partners@vws.org.za

Overstrand Municipality

[#1 Magnolia Street](#)

[Westcliff](#)

[Hermanus](#)

[7200](#)

Email: enquiries@overstrand.gov.za

Telephone: [028 313 8000](tel:0283138000)

or, such other address, not being a post office box or poste restante, of which the Party concerned, may notify the others in writing, as soon as this change becomes official.

13.2 Any notice given in terms of this MoA shall be in writing and shall:

13.2.1. If delivered by hand, be deemed to have been duly received by the addressee on the date of delivery; or

13.2.2 If delivered by electronic mail, be deemed to have been duly received by the addressee on the date of delivery; ~~or~~

~~13.2.3. If posted by pre-paid registered mail, be deemed to have been received by the addressee on the 8th day following the date of such posting;~~

Commented [RM13]: With the post office not working, we run the risk of technically receiving notice but not actually having received same.

13.3 Any Party will give the other Party 10 days' written notice of a change of address. The other Party will acknowledge receipt of such notice in writing.

14 ASSIGNMENT

14.1 Neither Party to this MoA shall be entitled to cede or assign rights under this this MoA or any portion thereof without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

15 REPRESENTATIONS

15.1 The Parties admit that no representations, other than those contained in this MoA, were made leading to the entering into this MoA.

16 ENTIRE AGREEMENT

16.1 This MoA contains all the terms and conditions of the MoA between the Parties and neither Party shall be bound by any undertakings, representations or warranties not recorded herein.

17 NON VARIATION

17.1 No renewal, variation or addition to this MoA or this clause shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives.

17.2 ~~No indulgence or relaxation given by either party shall be construed as a waiver of rights of such party by the other party.~~

18 SEVERABILITY

18.1 In the event that any of the terms of this MoA are found to be invalid unlawful or unenforceable, such term(s) will be severable from the remaining terms, which will continue to be valid and enforceable.

19 APPLICABLE LAW AND JURISDICTION

19.1 The validity, interpretation and performance of this MoA will be governed by the laws of South Africa.

20 DISPUTE RESOLUTION

20.1 Any dispute between the parties which has its basis in any provisions of this agreement, shall be referred by the parties to their Executive Committees to reach an amicable resolution between them: within 30 days from the dispute being so referred. If not resolved within 30 days, either party may shall be entitled to immediately cancel this agreement upon the provisions contained in clause 12 herein above, of written notice to the other party.

21 SIGNED

For VWS

2025

MoA between VWS and Overstrand Municipality

10 of 11

SIGNED AT _____ ON THIS ____ DAY OF _____ 2025.

Name

Capacity:

As witnesses: _____

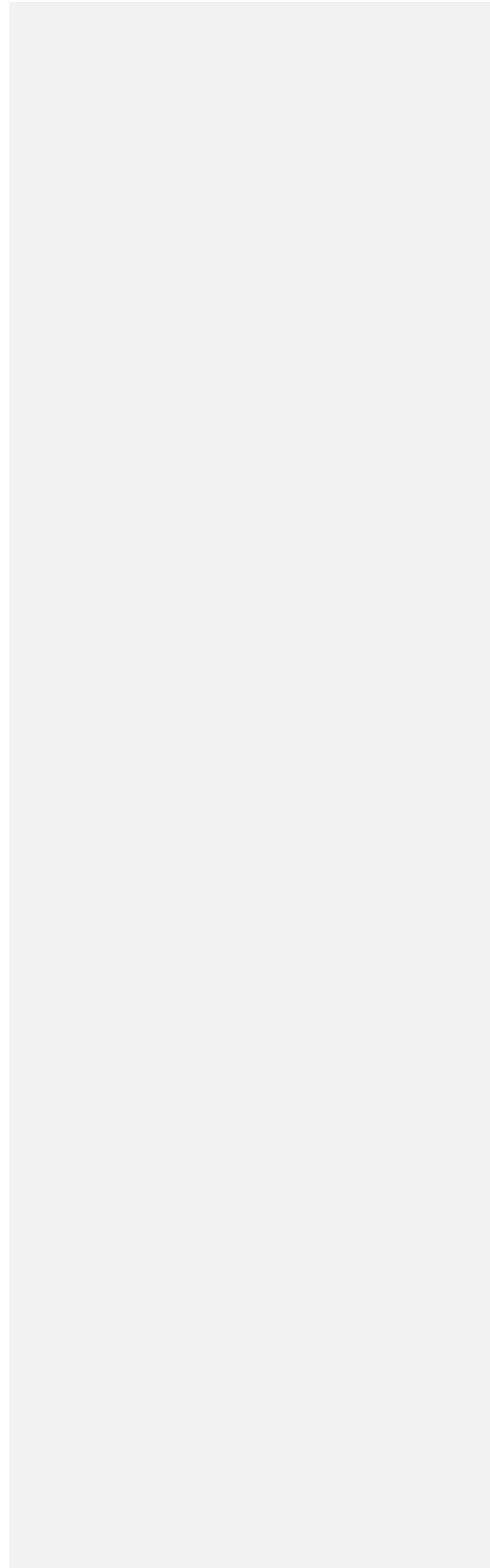
For Overstrand Municipality

SIGNED AT _____ ON THIS ____ DAY OF _____ 2025.

Name

Capacity:

As witnesses: _____



7.4**PROPOSED AMENDMENT OF CONTRACT SCD 3599/2024 FOR PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA****J Du Toit**
11 November 2025**Chief: Law Enforcement****(028) 313 5096**

1. Executive Summary

Law Enforcement of the Overstrand Municipality: Municipal Public Safety requires the services of a service provider to accommodate dogs and cats impounded by Municipal Public Safety officials as empowered by the Overstrand Municipality By-law Relating to the Keeping of Dogs and Cats P.N 6540/2008.

Overstrand Municipality has an existing contract, SCD 3599/2024 with Stanford Animal Welfare Society. An item relating to the proposed amendment of the contract was submitted to Council on 27 June 2025, but due to non-compliance of their tax certificate, SAWS did not qualify. The rectification on the tax compliance was done and they are now compliant.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Municipal Public Safety
Department: Law Enforcement

3. Compliance with Strategic Priorities

Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality

4. Delegated Authority

None

5. Legal Requirements

Overstrand Municipality bylaw relating to the keeping of Dogs and Cats P.N 6540/2008.

6. Background/Discussion/Evaluation/Conclusion**Background**

A tender document was completed for the 2024/2025 financial year but only one bidder had applied for Stanford area but did not qualify. There are no other Animal Welfare Societies in the Stanford area other than SAWS.

Requirements are an accommodation facility for the impounded cats and dogs in the Overstrand Municipality area which should also be a safe recovery facility, if and when necessary. Besides the above, other necessities are animal sterilisations, euthanasia, parasite control and feral cat entrapment, if and when required. The requirements are to improve service delivery and cost effectiveness. It is important for the facilities to be located within the specific area namely Stanford. It is of utmost importance to appoint a bidder in the different areas as required by the by-law.

Discussion

The Municipality has followed various tender and quotation processes testing the market in the past with no success. Therefore, it is requested to amend the existing contract SCD 3599/2024 for the next three financial years ending 30 June 2028 to ensure that service delivery continues.

7. Financial ImplicationsSource of Funding eg. Capital/Operating Budget Provisions

| | |
|------------------------------|-----------------------|
| Unique Key | : 2024 0722 0007 57 |
| Cost Account | : 1878 0200 6100 00 |
| Item Description | : Veterinary Services |
| Budget Provision 2025/2026 | : R1 000 000 |
| Spent to Date/Committed | : R1 000 000 |
| Balance Available | : R |
| Funds Required *This report) | : R |

8. Staff Implications

Difficulty for Law Enforcement Officers to solve dog and cat related complaints received in contravention with Overstrand Municipality By-law Relating to the Keeping of Dogs and Cats P.N 6540/2008.

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

- Annexure A: Approved deviation SCD3599/2024
- Annexure B: MBD 7.2 Contract forms for rendering of Services
- Annexure C: Intent to amend contracts
- Annexure D: Published Public Notice dated 14 May 2025

RECOMMENDATION TO THE COUNCIL:

that cognisance be taken of the reasons for the proposed amendment of the existing contract, SCD 3599/2024 for the next three financial years ending 30 June 2028 to ensure that service delivery continues in terms of Overstrand Municipality By-law Relating to the Keeping of Dogs and Cats P.N 6540/2008.

RESPONSIBLE OFFICIAL :**J DU TOIT****TARGET DATE FOR IMPLEMENTATION :****01 DECEMBER 2025**

KANTOOR VAN DIE HOOF:
VOORSITTINGSKANAAL-BESTUUR



Anexure A.
OFFICE OF THE HEAD:
SUPPLY CHAIN MANAGEMENT 1/5

MEMORANDUM

| | |
|----------------|--------------|
| DEVIATION. NO: | SCD3599/2024 |
|----------------|--------------|

DEVIATION APPROVAL

| | | | |
|---|---|--------------------|----------------|
| To: | MUNICIPAL MANAGER | | |
| Copy To: | Chief: Law Enforcement | Manager: Purchases | |
| Date: | 2024/09/09 | | |
| Subject: | PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA | | |
| Amount: | R 800 000.00 (INCL. VAT) | | |
| Budget Description: | OPERATIONAL COST: REGISTRATION FEE: SEM | | |
| Business Key: | 20240722000757 | Cost Account: | 18780200610000 |
| A request has been directed to the Supply Chain Management Unit to consider deviating from Council's Supply Chain Management Policy, which requires: Clause 12 (f) (b) formal written price quotations for procurement of a transaction value over R2 000 (incl. VAT) up to R300 000 (incl. VAT). | | | |
| The application has been duly motivated in terms of Clause 36(1)(a)(v) of the Policy: Any other exceptional case where it is impractical or impossible to follow the official procurement processes | | | |
| by the: | Chief: Law Enforcement | | |
| as per the attached memo, dated: | 2024/08/26 | | |
| SUPPLIER AND FINANCIAL AWARD INFORMATION: | | | |
| The application satisfies the conditions for a deviation and it is hereby recommended that consideration be granted to the approval of the deviation from Council's Policy for the procurement of goods and/or services as indicated below: | | | |
| from | BARC Diersorg Trust | TCS | Compliant |
| Amount (incl. Vat) | R 200 000.00 | | |
| from | Hermanus Animal Welfare Society | TCS | Compliant |
| Amount (incl. Vat) | R 200 000.00 | | |
| from | Kleinmond Animal Welfare Society | TCS | Compliant |
| Amount (incl. Vat) | R 200 000.00 | | |
| from | Stanford Animal Welfare Society | TCS | Compliant |
| Amount (incl. Vat) | R 200 000.00 | | |
| CONTRACT PERIOD | | | |
| Implementation Date: | Date of signing of contract | End Period | Once off |
| Contract director: | N MICHAELS | Contract owner: | J DU TOIT |
| COMPILED BY: | | | |
| Senior SCM Practitioner | C Cornelius | Signature | Date |
| | | | 2024/09/09 |

KANTOOR VAN DIE HOOF:
VOORSITTINGSKANAAL-BESTUUR



OFFICE OF THE HEAD:
SUPPLY CHAIN MANAGEMENT

2/5

| | | | | |
|---|-------------------------------------|-----------|-----------------|------------|
| RECOMMENDED | <input checked="" type="checkbox"/> | | NOT RECOMMENDED | |
| Manager: Demand & Procurement Management | I WITBOOI | Signature | Date | 11/09/2024 |
| COMMENTS: | | | | |
| RECOMMENDED | <input checked="" type="checkbox"/> | | NOT RECOMMENDED | |
| Division Manager: Supply Chain Management | C LE ROUX | Signature | Date | 16/09/2024 |
| COMMENTS: | | | | |
| RECOMMENDED | <input checked="" type="checkbox"/> | | NOT RECOMMENDED | |
| Acting Chief Financial Officer | D LOUW | Signature | Date | 17/09/2024 |
| COMMENTS: | | | | |
| APPROVED | <input checked="" type="checkbox"/> | | NOT APPROVED | |
| Municipal Manager | D O'NEILL | Signature | Date | 18/09/2024 |
| COMMENTS: | | | | |

Received: 2024/08/27 *ZJ* 3/5

| | | |
|-----------------------------|---|----------------------|
| AAN / TO : | DEPUTY DIRECTOR: FINANCE & SCM | MR. C LE ROUX |
| AA. / CC: | MANAGER: DEMAND & PROCUREMENT | MR. I WITBOOI |
| DATUM / DATE: | 26 August 2024 | |
| ONDERWERP / SUBJECT: | Request for Deviation from, and Ratification of Minor Breaches of Procurement Processes in terms of Paragraph 36 of the SCM Policy. | |
| | PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA | |

| | | | |
|---|---|---|--------------------------------------|
| SECTION A | | | |
| Supplier Name: | Hermanus Animal Welfare Society Kleinmond Animal Welfare Society Birkenhead Animal Rescue Centre Stanford Animal Welfare Society | Database Registration No | H90420 H90691 H95019 H91119 |
| Tax Clearance Certificate Expiry date: | Declaration of Interest submitted? | Yes | No |
| Value (including VAT): | R800 000.00 | Business Key | 2024 0722 0007 57 |
| | | Cost Account | 1878 0200 6100 00 |
| Item Description | Veterinary Services | Indicate Capital or Operational Budget | Operational |

| Paragraph 36(1)(a) | Reason for Deviation | Mark "X" where applicable |
|--------------------|--|---------------------------|
| (f) | EMERGENCY | |
| | <p><u>Circumstances that warrant emergency dispensation</u></p> <p>a) Circumstances that warrant emergency dispensation includes but are not limited to -</p> <ul style="list-style-type: none"> i. the possibility of human injury or death; ii. the possibility of damage to property; iii. failure to take necessary action may result in the municipality not being able to render an essential community service; iv. the interruption of services related to communication facilities or support services critical to the effective functioning of the municipality as a whole; or v. the eminent possibility of serious damage occurring to the natural environment. <p>b) The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal tender process.</p> | |
| | DATE OF INCIDENT: N/A | |
| | BACKGROUND & MOTIVATION: This should include: | |
| | 1. Reasons why the situation is an emergency | |
| | N/A | |
| | 2. Whether the risk can be mitigated or controlled in order to follow due process; and | |
| | N/A | |
| | 3. Whether alternative solutions were investigated. | |

cel:
Compliance documents received: 9/9/2024

415

N/A

(ii)

SOLE PROVIDER- One and Only (Alone of its kind) Supplier (Oxford Dictionary)

X

If such goods or services are produced or available from a single provider only. There is no competition and only one bidder exists for example sole distribution rights

BACKGROUND & PROOF: Provide reasons:

1. Why supplier is seen as sole/single provider (attach letter from supplier/service provider that he/she is a sole/single provider)

2. Why a generic service/product cannot be used

N/A

(iii)

Acquisition of special works of art or historical objects where specifications are difficult to compile.

(iv)

Acquisition of animals for zoos and/or nature and game reserves.

(v)

Any other exceptional case where it is impractical or impossible to follow the official procurement processes, including:

X

BACKGROUND & MOTIVATION: Provide the reason why more than one quotation cannot be acquired – Strip and quote, project flowing from an existing contract etc.?

Law Enforcement of the Overstrand Municipality: Protection Services requires the services of a Service Provider to accommodate dogs and cats impounded by Protection Services officials as empowered by the Overstrand Municipality By-law relating to the keeping of Dogs and Cats, P.N. 6540/2008.

Accommodation facility for the impounded cats and dogs in the Overstrand Municipality area. Safe recovery facility, if and when necessary. To improve service delivery and cost effectiveness it is important for the facilities to be located within a specific area namely Hangklip/Kleinmond, Hermanus, Gansbaai & Stanford. It is of utmost importance to appoint a bidder in the different areas as required by the bylaw.

A tender document was completed but only one bidder has applied for Hermanus area. There are no other Animal Welfare Society's in the areas other than HAWS for Hermanus, KAWS for Hangklip/Kleinmond, BARC for Gansbaai & SAWS for Stanford area.

The Municipality has followed various tender and quotation processes testing the market in the past with no success, therefore it is requested to deviate from the normal procurement process and to appoint the only service providers in the different towns.

SECTION B – ANNEXURES

Annexure A Requisitions – 140125; 140126; 140127 & 140128

SECTION C

REQUESTED/PREPARED BY:

| | | | |
|-------------------------|------------------|--------------------|------------------|
| Name of official | Robyn Samuels | Designation | Senior Inspector |
| Signature | <i>R Samuels</i> | Date | 26 August 2024 |

SUPPORTED BY HEAD OF DEPARTMENT :

| | | | |
|-------------------------|------------------|--------------------|-----------------------|
| Name of official | Johan du Toit | Designation | Chief Law Enforcement |
| Signature | <i>J du Toit</i> | Date | 26 August 2024 |

RECOMMENDED BY DIRECTOR:

Name of Director

Neville Michaels

Directorate

Director: Municipal Public Safety

Signature

Date

27 August 2024

By signing this recommendation I, as the relevant Director, declare that I have considered the report submitted and that all other means of resolving the action/matter have been considered.

Annexure B

118 MBD 7.2

MUNISIPALITEIT



MUNICIPALITY

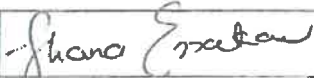
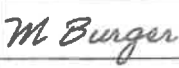
MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)


1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024 at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

| | | | |
|--------------|---|--------------|---------------|
| SIGNATURE |  | NAME (PRINT) | Shana Essakow |
| CAPACITY | Chairperson | DATE | 03/09/2024 |
| NAME OF FIRM | Hermanus Animal Welfare Society | | |
| WITNESS 1: |  | WITNESS 2: | |
| DATE: | 03/09/2024 | | |

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3569/2024: UNBOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024 for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024

| TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY | |
|--|---|
| NAME (PRINT): | <u>Neville Michaels</u> |
| SIGNATURE: |  |
| WITNESS 1: | |
| WITNESS 2: | |
| | OFFICIAL STAMP: |

(Handwritten mark)

MUNISIPALITEIT



MUNICIPALITY

MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES
NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

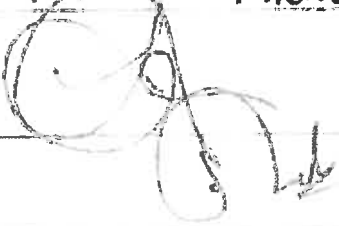
1. I hereby undertake to render services described in the attached bidding documents to Overstrand Municipality, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

| | | | |
|--------------|----------------------------------|--------------|------------------|
| SIGNATURE | | NAME (PRINT) | KARIN DE BEER |
| CAPACITY | ADMINISTRATION MANAGER | DATE | 3 SEPTEMBER 2024 |
| NAME OF FIRM | KLEINMOND ANIMAL WELFARE SOCIETY | | |
| WITNESS 1: | INGRID SEWLEN | WITNESS 2: | NICKY VENTER |
| DATE: | 3 SEPTEMBER 2024 | | |

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3509/2024: UNDOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024.

| | |
|---|---|
| TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY | |
| NAME (PRINT): | <u>Neville Michaels</u> |
| SIGNATURE: |  |
| WITNESS 1: | |
| WITNESS 2: | |
| | OFFICIAL STAMP: |



MUNISIPALITEIT



MUNICIPALITY

MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

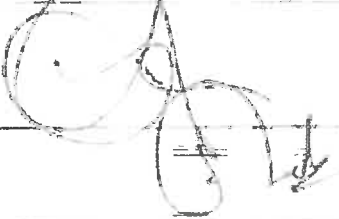
1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: _____, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

| | | | |
|--------------|-------------------------|--------------|----------|
| SIGNATURE | | NAME (PRINT) | W Hanson |
| CAPACITY | TREASURER | DATE | 2/9/20 |
| NAME OF FIRM | STANFORD ANIMAL WELFARE | | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | | |

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3509/2024: MOUNDING CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024.

| | |
|---|---|
| TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY | |
| NAME (PRINT): | <u>Neville Michaels</u> |
| SIGNATURE: |  |
| WITNESS 1: | |
| WITNESS 2: | |
| | OFFICIAL STAMP: |

MUNISIPALITEIT



MUNICIPALITY

MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

NOTES:

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SCD3599/2024, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

| | | | |
|--------------|---------------------|--------------|------------------|
| SIGNATURE | | NAME (PRINT) | Annaliese Jonker |
| CAPACITY | Trustee | DATE | 31/10/2024 |
| NAME OF FIRM | BARC Diereyns Trust | | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | | |

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, Neville Michaels
in my capacity as Director for Municipal Public Safety
accept your bid under reference number SCD3589/2024: UNBOUNDED CATS AND DOGS IN THE OVERSTRAND AREA
dated 18/09/2024, for the rendering of
services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT HERMANUS on this 07 day of 10 2024

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY

NAME (PRINT): Neville Michaels

OFFICIAL STAMP:

SIGNATURE:

WITNESS 1:

WITNESS 2:

Anexure C
1/4



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Hermanus Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.


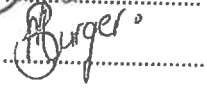
Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

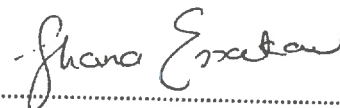
The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at Hermanus this 12 day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

1. 
2. 



for and on behalf of Hermanus Animal Welfare Society:
NAME: Shana Essakow
Position: Chairperson

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

1.
2.

.....
for and on behalf of Overstrand Municipality: **Neville Michaels**
Director: Municipal Public Safety

2/4



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Birkenhead Animal Rescue Centre for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.

Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at Sanderson this 10 day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1. [Signature]
- 2. [Signature]

[Signature]
 for and on behalf of Birkenhead Animal Rescue Centre:
 NAME: Annalie Jenko
 Position: Trustee

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1.
- 2.

.....
 for and on behalf of Overstrand Municipality: Neville Michaels
 Director: Municipal Public Safety

3/4



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Kleinmond Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 03/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.

Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.

The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at KLEINMOND this 10 day of MAY 2025 in the presence of the undersigned witnesses

WITNESSES:

1.
2.

for and on behalf of Kleinmond Animal Welfare Society:
NAME: KARIN DE BEER
Position: FACTORY MANAGER

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

1.
2.

.....
for and on behalf of Overstrand Municipality: Neville Michaels
Director: Municipal Public Safety



OFFICE OF THE DIRECTOR:
MUNICIPAL PUBLIC SAFETY

Enquiries: Johan du Toit
Date: 09 May 2025

ADDENDUM – INTENT TO AMEND CONTRACT

The parties agree to the following intention to amend the existing contract, SCD 3599/2024, with Stanford Animal Welfare Society for the Provision of accommodation for impounded Cats and Dogs in the Overstrand area signed between them on 02/09/2024 and 07/10/2024 and record this being done freely and willingly, without any coercion whatsoever from any one party:

The parties agree to the amendment of the contract end date, regarding the abovementioned agreement to accommodate impounded Cats and Dogs in the Overstrand area on the same terms and conditions.



Both parties will be bound to give at least 6 months' prior written notice to terminate this Agreement or any Services to be delivered as provided for in any Service Annexure attached hereto, in the instance of an intent to terminate prior to the end date.


The supplier acknowledges that they do have the capacity to fulfil the obligations as set out in the terms and conditions.

The parties agree that the amendment of the contract is subject to the completion of a Supply Chain Management process, including completing a process as prescribed by section 116(3) of the Municipal Finance Management OR Circular 62 from National Treasury.

Thus, done and signed at STANDARD this 10th day of May 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1. 
- 2. 



 for and on behalf of Stanford Animal Welfare Society:
 NAME: WENDY HANSON
 Position: TREASURER

Thus, done and signed at this day of 2025 in the presence of the undersigned witnesses

WITNESSES:

- 1.
- 2.

.....
 for and on behalf of Overstrand Municipality: Neville Michaels
 Director: Municipal Public Safety



Annexure D 1/1

NOTICE IN TERMS OF SECTION 116(3) OF THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003) FOR THE PROPOSED AMENDMENT OF THE EXISTING AGREEMENT WITH:

1. AMANDLAGCF CONSTRUCTION CC T/A AMANDLA CONSTRUCTION FOR SC2500/2024: CONSTRUCTION OF STADIUM PHASE 1, HAWSTON SPORTS FACILITY
2. BARC DIERESORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANFORD ANIMAL WELFARE SOCIETY, RESPECTIVELY FOR SCD3599/2024: PROVISION OF ACCOMMODATION FOR IMPOUNDED CATS AND DOGS IN THE OVERSTRAND AREA.

Notice is hereby given in terms of Section 116 (3) (a) and (b) of the Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003) that it is the intention of the Overstrand Municipality to amend the existing contracts with:

1. AmandlaGCF Construction CC T/A Amandla Construction to provide for the extension of the agreement for a period ending 30 June 2026.
2. BARC Dieresor Trust, Hermanus Animal Welfare Society, Kleinmond Animal Welfare Society and Stanford Animal Welfare Society, respectively, to provide for the extension of the agreement for a period ending 30 June 2028.

Notice is hereby further given in terms of Section 21 and 21A of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) that the local community and affected parties are invited to submit comments or representations on the proposed amendments of the agreements. Such comments or representations must be submitted by not later than **Friday, 06 June 2025 at 12:00**.

Comments or representations must be submitted in a sealed envelope clearly endorsed with the applicable contract number and description and deposited in **Tender Box no. 7**.

All submissions must be addressed to:

The Municipal Manager
Tender box no 7
Overstrand Municipality
Magnolia Avenue
Hermanus
7200

Persons who are physical disabled or who cannot read or write but wish to participate in the process, may come during office hours to the Municipal Offices, Magnolia Avenue, Hermanus where a staff member will assist that person to transcribe that person's comments or representations.

KENNISGEWING INGEVOLGE ARTIKEL 116(3) VAN DIE WET OP PLAASLIKE REGERING: MUNISIPALE FINANSIËLE BESTUUR, 2003 (WET 56 VAN 2003) VIR DIE VOORGESTELDE WYSIGING VAN DIE BESTAANDE OOREENKOMS MET:

1. AMANDLAGCF CONSTRUCTION CC T/A AMANDLA CONSTRUCTION VIR SC2500/2024: KONSTRUKSIE VAN STADION FASE 1, HAWSTON SPORTGRONDE
2. BARC DIERESORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANFORD ANIMAL WELFARE SOCIETY, ONDERSKEIDELIK VIR SCD3599/2024: VOORSIENING VAN AKKOMMODASIE VIR GESKUTTE KATTE EN HONDE IN DIE OVERSTRAND-AREA

Kennis geskied hiermee ingevolge artikel 116(3) (a) en (b) van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet 56 van 2003) dat die Munisipaliteit Overstrand van voornemens is om die bestaande ooreenkomste te wysig met:

1. AmandlaGCF Construction CC T/A Amandla Construction om voorsiening te maak vir die uitbreiding van die ooreenkoms vir 'n periode wat eindig op 30 Junie 2026.
2. BARC Dieresor Trust, Hermanus Animal Welfare Society, Kleinmond Animal Welfare Society en Stanford Animal Welfare Society, onderskeidelik, om voorsiening te maak vir die uitbreiding van die ooreenkoms vir 'n periode wat eindig op 30 Junie 2028.

Kennis word hiermee verder ingevolge Artikel 21 en 21A van die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet 32 van 2000) gegee dat die plaaslike gemeenskap en geaffekteerde partye uitgenooi word om kommentaar of vertoë oor die voorgestelde wysigings van die ooreenkomste in te dien. Sodanige kommentaar of vertoë moet teen nie later nie as **Vrydag, 06 Junie 2025 om 12:00** ingedien word.

Kommentaar of vertoë moet ingedien word in 'n verseëelde koevert wat duidelik geëndosseer is **met die toepaslike kontraknommer en beskrywing** en geplaas word in **Tenderbus nr. 7**.

Alle voorleggings moet gerig word aan:

Die Munisipale Bestuurder
Tenderboks nr 7
Overstrand Munisipaliteit
Magnoliaaan
Hermanus
7200

Personne wat fisies gestremd is of wat nie kan lees of skryf nie, maar aan die proses wil deelneem, kan gedurende kantoorure na die Munisipale Kantore, Magnoliaaan, Hermanus kom waar 'n personeelid daardie persoon sal help om daardie persoon se kommentaar of vertoë af te skryf.

ISAZISO NGOKWECANDELO LE-116(3) LORHULUMENTE WEEDOLOPHU: UMTHETHO WOLAWULO LWEZEZIMALI KAMASIPALA, 2003 (UMTHETHO 56 KA-2003) NGESILUNGISELELO ESICITYWEYO SEZIVUMELWANO EZIKHOYONE:

1. I-AMANDLAGCF CONSTRUCTION CC T/A AMANDLA CONSTRUCTION YE-SC2500/2024: UKWAKHIWA KWESIGABA SOKUQALA SEBALA LEMIDLALO, IZIKO LEZEMIDLALO LASE-HAWSTON.
2. BARC DIERESORG TRUST, HERMANUS ANIMAL WELFARE SOCIETY, KLEINMOND ANIMAL WELFARE SOCIETY AND STANFORD ANIMAL WELFARE SOCIETY, NGOKUJONGA I-SCD3599/2024: Ubonelelo NGENDAWO YOKUHLANGANISA NENDAWO.

Isaziso siyanikezelwa ngokweCandelo le-116 (3) (a) kunye no-(b) kuRhulumente weNgingqi: uMthetho woLawulo lweMali kaMasipala, ka-2003 (uMthetho wama-56 ka-2003) ukuba yinjongo kaMasipala waseOverstrand ukulungisa izivumelwano ezikhoyo ngokuthi:

1. I-AmandlaGCF Construction CC T/A Amandla Construction ibonelela ngokwandiswa kwesivumelwano ixesha eliphela ngowama-30 kweyeSilimela ngowama-2026.
2. I-BARC Dieresor Trust, iHermanus Animal Welfare Society, i-Kleinmond Animal Welfare Society kunye neStanford Animal Welfare Society, ngokulandelelanayo, ukubonelela ngolwando lwesivumelwano kangangexesha eliphela ngama-30 kuJuni wama-2028.

Isaziso siyanikezelwa ngokwemigaqo yeCandelo lama-21 kunye nama-21A kuRhulumente weNgingqi: uMthetho weNkqubo zikaMasipala, ka-2000 (uMthetho wama-32 ka-2000) sokuba uluntu lwasekuhlaleni kunye namaqela achaphazekayo bayamenywa ukuba bangenise izimvo okanye iinkcazo malunga nezilungiso ezicitywayo zezivumelwano. Ezo zimvo okanye iziphakamiso mazingeniswe ungadlulanga **uLwesihlanu, we-06 Silimela 2025 ngo-12:00**.

Izimvo okanye iziphakamiso mazingeniswe kwimvulophu evaliweyo engqinwe ngokucacileyo kunye nenombolo **yekhonthakthi esebenzayo kunye nenkcazo kwaye ifakwe kwiBhokisi yeThenda. 7**.

Zonke izicelo kufuneka zithunyelwe:

UMphathi kaMasipala
Ibhokisi yethenda engunombolo 7
uMasipala waseOverstrand
Magnolia Avenue
Hermanus
7200

Abantu abakhubazekileyo okanye abangakwaziyo ukufunda okanye ukubhala kodwa benqwenela ukuthatha inxaxheba kule nkqubo, banokuza ngamaxesha omsebenzi kwii-Ofisi zikaMasipala, iMagnolia Avenue, eHermanus apho umsebenzi uya kunceda loo mntu ukuba abhale phantsi izimvo okanye izimvo zakhe.



7.5**OVERSTRAND MUNICIPALITY: HOUSING SELECTION POLICY FOR BENEFICIARIES IN OWNERSHIP-BASED SUBSIDY PROJECTS****TA Gcotyelwa
10 November 2025****Manager: Integrated Human Settlements & Development
(028) 313 8144**

1. Executive Summary

To review the Overstrand Municipality: Housing Selection Policy for Beneficiaries in Ownership-Based Subsidy Projects

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate :Community Services
Department :Integrated Human Settlements and Development

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality

4. Delegated Authority

None

5. Legal Requirements

Constitution of South Africa, 1996
Housing Act 107 of 1997
Local Government: Municipal Structures Act 117 of 1998
Local Government: Municipal Systems Act 32 of 2000
National Housing Code, 2009

6. Background/Discussion/Evaluation/Conclusion**Background**

The Investigation report by the Special Investigating Unit (SIU) received on 17 October 2024 illustrated the systemic weaknesses in the process of selection of housing beneficiaries in ownership-based subsidy projects.

Furthermore, it was recommended that Overstrand Municipality should address the systemic weaknesses through Standard Operating Procedure (SOP) or formal Guidelines and reviewing or improving policy provisions. The last-mentioned SOP was in place as from 31 March 2025.

With that backdrop, the reviewed Overstrand Municipality: Housing Selection Policy for Beneficiaries in Ownership-Based Subsidy Projects was served on the following committees, namely: Portfolio Committee: Community Services meeting held on 19 August 2025 and the Mayoral Committee meeting held on 26 August 2025. Lastly, it served before the Council meeting held on 27 August 2025 and it was resolved that the item be withdrawn to allow councillors to participate in a policy workshop.

Discussion

On 16 September 2025 the Housing Selection Policy for Beneficiaries in Ownership-Based Subsidy Projects workshop was conducted with councillors.

GENERAL EXPLANATORY NOTE IN THE ABOVEMENTIONED POLICY:

[] Words in bold type in square brackets indicate omissions from existing enactments.

 Words underlined with a solid line indicate insertions in existing enactments. (Refer to Annexure A).

During the workshop, the councillors felt strong that individuals and households registered on the database may change their town of preference at any time with notice as allowed by the policy, but it should be captured in the policy that individuals or households will be assigned with new date of registration in their preferred town.

Furthermore, Councillors concurred with Western Cape: Department of Infrastructure (DoI) that ninety-ten rule (90/10) for catchment areas should be dropped. DoI reported that 90/10 rule is not applicable anymore, due number of rural municipalities made submissions that it is impossible to implement because applicants are settled on their original towns, and they are not prepared to relocate to new towns. Councillors supported the augment by saying that the rule encourages the queue jumping and community protests.

Lastly, Councillors recommended insertion of section 7.5 (l) in the policy that prescribe that Housing Administration will undertake a preliminary investigation into cases where beneficiaries are leasing their newly constructed IRDP houses prior to the completion of the transfer process. Subsequent to the preliminary report, Overstrand Municipality Law Enforcement will further investigation in accordance with the provisions of section 40 and 42 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977).

7. Financial Implications

None

8. Staff Implications

None

9. Comments from Departments, Divisions and Administrations

None

10. Annexures

Annexure A: Overstrand Municipality: Housing Selection Policy for Beneficiaries in Ownership-Based Subsidy Projects

RECOMMENDATION TO THE COUNCIL:

that the revised Overstrand Municipality Policy on Selection of Housing Beneficiaries in Ownership-based Subsidy Projects **be adopted**.

RESPONSIBLE OFFICIAL :**TA GCOTYELWA****TARGET DATE FOR IMPLEMENTATION :****29 NOVEMBER 2025**

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Acronyms and abbreviations

| | |
|----------------------|---|
| <u>CDG</u> | <u>Care Dependency Grant</u> |
| <u>DMV</u> | <u>Department of Military Veterans</u> |
| <u>EHP</u> | <u>Emergency Housing Programme</u> |
| <u>ESS</u> | <u>Enhanced serviced site</u> |
| FHFP | First Home Finance Programme |
| <u>FICA</u> | <u>Financial Intelligence Centre Act, 2001</u> |
| <u>GIA</u> | <u>Grant in Aid</u> |
| <u>HABPD</u> | <u>Household affected by permanent disability</u> |
| HDDB | Housing Demand Database (Western Cape or municipal) |
| <u>HHBOFR</u> | <u>Household headed by older farm residents</u> |
| <u>HHBOP</u> | <u>Household headed by older persons</u> |
| <u>HSP</u> | <u>Human settlement plan</u> |
| <u>ID</u> | <u>Identity</u> |
| <u>IDP</u> | <u>Integrated development plan</u> |
| IRDP | Integrated Residential Development Programme |
| MV | Military veteran |
| PDG | Permanent Disability Grant |
| <u>PSC</u> | <u>Project steering committee in a UISP project</u> |
| <u>m²</u> | <u>Square metre</u> |
| UISP | Upgrading of Informal Settlement Programme |
| SASSA | South African Social Security Agency |
| WCG | Western Cape Government |

Glossary

1. Accountable institution

An institution listed in Schedule 1 of the Financial Intelligence Centre Act, Act 38 of 2001 (FICA). Accountable institutions include attorneys, registered estate agents, banks, long-term insurers, registered financial advisors, and Postbank.

2. Age-based prioritisation

The prioritisation of households for purposes of beneficiary selection based on the age of the oldest, non-dependant adult member of the household (head of household). The mechanism involves determining a minimum cut-off age for household heads and ordering registered Housing Demand Data Database (HDDDB) entries with household heads at the cut-off age or older by registration date. The cut-off age can be successively adjusted under certain circumstances (see below “Controlled easing of the minimum cut-off age”)

3. Application date

The date on the agency responsible for beneficiary administration accepts the subsidy application form submitted by a household for processing. The application date differs from the registration date. It may be required for selection of households for contribution-based subsidies in combination with registration date ordering.

4. Beneficiary

A household benefitting from a housing subsidy project either:

- a. Through being approved for a housing subsidy and receiving a top structure and serviced site or a serviced site; or
- b. By virtue of living in the upgrade area of a UISP project and receiving access to basic communal services.

In the case of (a) above, the beneficiary must:

1. Have been registered on the municipal HDBB (except in the case of a military veteran (MV));
2. Have been selected from the HDBB.
3. Have completed an application form; and

Be approved for subsidy disbursement.

5. *Catchment area*

A catchment area is a clearly defined geographical area of residence from which HDDB entries are selected. Catchment areas do not overlap, are fixed over time for all types of subsidy projects, are limited in number within a given municipality, and collectively cover the entire area of the municipality's jurisdiction. The catchment area includes a town, or more than one town, and the rural hinterland surrounding the town or towns. All catchment areas in a municipality are clearly defined.

6. *Contribution*

A financial contribution required from a subsidy applicant to qualify for certain types of subsidies to acquire a product in a subsidy project. The contribution and subsidy together cover the purchase price of the product and thus allow the beneficiary to acquire the property.

7. *Controlled easing of the minimum cut-off age*

A selection mechanism linked to age-based prioritisation used when there are too few applicant households to take up all the available opportunities after the age-based prioritisation and the minimum age cut-off mechanisms have been applied in registration date order to registered HDDB entries. Controlled easing of the minimum cut-off age takes place in successive increments of five years below the minimum cut-off age until all the available opportunities have been allocated to qualifying HDDB entries.

8. *Department*

The Western Cape Department of Infrastructure

9. *Dependant*

A member of a household who is financially dependent on an adult or adults in the household.

10. *Desperate need (for housing)*

A desperate need for housing is a need that endures over time (as opposed an acute need). The need arises due to an interaction between the intrinsic physiological or psychological characteristics of an individual and his or her lack of services and shelter, resulting in a need for housing that is greater than the need for housing of other eligible households on the HDDB.

11. *Duration of residence*

An indicator used in beneficiary selection that uses the length of time an applicant has resided in a particular locality within the municipal area. An applicant's claim regarding duration of residence must be backed up by objective evidence.

12. Effective demand

The assertion of a housing need by a household which qualifies for a contribution-based subsidy backed by objective evidence supplied by the household that it can provide the required contribution for the subsidy to be approved.

13. Evidence (objective evidence)

Means for verifying claims made by registering households that is objective. Evidence cannot be based solely on statements made by any person. Acceptable documents for verification purposes are official documents from an organ of state, documents from an “accountable institution” in the sense defined in FICA, and documents specifically named in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

14. Farm resident

A person whose ordinary residence is a farm, including a farm worker with ordinary residence on a farm.

15. Greenfield, non-relocation project component

A project component occupying a greenfield site on which there are no pre-existing, legal occupants, and for which the municipality has discretion to select beneficiaries, provided they are eligible for the subsidy.

16. Final (subsidy) product

A subsidy product delivered as the end point of the delivery process in a human settlement project. Government will provide no further assistance to the beneficiary once the final subsidy product has been delivered.

17. First Home Finance Programme (FHFP) previously known as Finance Linked Individual Subsidy Programme (FLISP)

The First Home Finance Programme is a housing finance programme aimed at assisting beneficiaries who earn between R3 501 and R22 000 a month to buy or build their first homes through the provision of a capital subsidy. FHFP replaced the First Home Finance Programme (FHFP). The FHFP subsidy product often requires a financial contribution from beneficiaries selected from the HDDB to proceed to approval and disbursement of the subsidy when the subsidy is lower than the price of the property to be purchased. The value of the subsidy declines in a linear fashion as household income increases according to the subsidy quantum schedule which prevails at the time of subsidy approval.

18. Framework Policy

Amended Framework Policy for the Selection of Housing Beneficiaries in Ownership-based Subsidy Projects, 2022. Approved by the Western Cape Minister of Infrastructure.

19. Household

A group of individuals who live together and meet the household structure requirements for subsidy eligibility. The minimum requirement for a household is an adult cohabiting with another adult (person 18 years and older) or an adult living with a dependant.

20. Household head

For the purposes of beneficiary registration and project selection, the household head is the oldest, non-dependant member of a household.

21. Households in need of housing living in overcrowded formal conditions.

Also referred to as “backyarders”, these are households residing in formal housing areas and living in overcrowded conditions, including households living in overcrowded rooms in a formal structure, and households living in informal structures in the back yard of a formal structure in a formal housing area.

22. Housing Demand Database

The HDDB is the provincial database platform administered by the Western Cape Government (WCG) which features a single, secure, uniform structure in which all municipal HDDBs must be stored. The HDDB is a housing demand register for the Western Cape which comprises of the municipal HDDBs for all the municipalities in the province.

23. Institutional housing component

A project component that uses to the Institutional Housing Subsidy to provide “rent-to-buy” housing units.

24. Location preference

A data field on the database indicating the area/location in which the individual or household prefers to reside.

25. Human settlement opportunity

A final human settlement product created in a subsidy project for occupation by the subsidy beneficiary.

26. Individual

A single person, 18 years of age or older, who does not meet the household structure requirements for subsidy eligibility but is permitted to register on the HDDB. To become eligible for a subsidy, the individual would need to be part of an eligible household.

27. National priority groups

National priority groups listed in National Directive, 2020, namely households affected by permanent disability, households headed by older persons (HHBOPs), and MVs.

28. Non-quota portion

The portion of a project component left open to all registered HDDB entries for beneficiary selection purposes regardless of whether or not they comply with quota requirements.

29. On-site, household-based services

A service delivery arrangement in which each household has on-site municipal services for the exclusive use of that household.

30. Opting out

A household entry selected for a project component is allowed to opt out of the project before subsidy approval without any penalty, prejudice or favour regarding selection in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).

31. Permanent disability

A significant disability that a medical practitioner expects to persist for longer than 10 years.

32. Perverse incentive

An incentive that brings about behaviour that conflicts with the aims of the human settlement subsidy programmes, or that worsens the socio-economic position of eligible households.

33. Preliminary list of beneficiaries

A list of households selected from a municipal HDDB in accordance with the relevant municipal Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project to be submitted to the Department to determine subsidy eligibility and to approve grant subsidy approval to qualifying beneficiaries.

34. Pre-screening

A rapid assessment of households' eligibility for housing subsidy programmes undertaken by the municipality itself and/or the Department upon submission by the municipality, prior to the assessment of subsidy applications by the Department. Pre-screening done by the Department excludes the checking of prospective beneficiaries against the Deeds Office record, but includes the checking of ID numbers, marital status, income and whether members of the selected households have received a housing subsidy. Pre-screening by the municipality may include checking selected database entries against the municipality's property register.

35. Project

A government-subsidised human settlement project provided for in the National Housing Code in relation to a defined housing programme that occurs on a single land parcel or project site, or a set of land parcels or sites.

36. Project component

Each section of a subsidised human settlement project developed by a municipality (or the Department) that has a different method or set of mechanisms for selecting beneficiaries.

37. Project town

An urban agglomeration in which subsidised human settlements projects are located.

38. Quota

A portion of the opportunities in a project component reserved for households with specifically defined characteristics.

39. Regional Town

A project town designated by the municipality as having a significant economic base and being one in which households residing outside of its catchment area (together with households residing within its catchment area) will be selected for and offered subsidised housing opportunities.

40. Registration date

The date on which a municipality registers a household or individual (as defined in the glossary) on its municipal HDDB creating an HDDB entry.

41. Registration date ordering

Ordering HDDB entries that are potentially eligible for a subsidy from the earliest registration date to the most recent for the purposes of beneficiary selection.

42. Relocation project component

A project component in which selected beneficiaries are permanently relocated from an informal settlement or part of an informal settlement to an unoccupied site outside of the informal settlement area being upgraded.

43. Subsidy income band

The range of monthly household income required to qualify for a subsidy of a particular type or value as provided for in the Housing Code.

44. The Department

The Western Cape Department of Human Settlements.

45. Town-based extract

The entries on the municipality's housing demand database resident within the catchment area of the town in question.

46. Updating

The process through which individuals (as defined in the glossary) or households update their entries on the municipal HDDB by providing current objective evidence.

47. Verification

The process of checking that claims made by individuals (as defined in the glossary) and households about their status when registering on the municipal HDDB or updating their status on the municipal HDDB are true.

1 Introduction

1.1 Policy objective

The main objective of this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project is to set out the mechanisms that municipality must use, and processes and procedures they must follow when selecting households for human settlement subsidy projects that result in beneficiaries receiving ownership of a property or leasing of a property from the Municipality.

A single project site or set of sites can have a number of project components. Each of the components will be dealt with differently in terms of the selection of beneficiaries. The Policy covers the following project component types each with its own selection mechanisms:

- a) green-field, non-relocation project components for the households eligible for full housing subsidies or serviced site subsidies.
- b) relocation project components linked to informal settlement upgrade projects.
- c) **[institutional and] contribution-based** housing project components that result in ownership **[(including “rent-to-buy” options)]**

The elements and mechanisms provided for below will be used in each component type as indicated.

1.2 Policy Framework

This Policy is based on relevant parts of the Constitution of the Republic of South Africa, 1996; the Housing Act, 1997 (Act 107 of 1997); the National Housing Code, 2009; the National Strategy for the Allocation of Housing Opportunities Created Through the National Housing Programmes, 2008; Western Cape: Department of Human Settlements Circular 10 of 2015 and Circular 2 of 2019; the National Directive, 2020; the Department’s Amended Framework Policy for the Selection of Housing Beneficiaries in Owner-Based Housing Projects, approved by the Provincial Minister for Human Settlements in July 2022 (Policy Framework).

The above prescripts confer certain roles, responsibilities and obligations on the municipality that enable it to fulfil its constitutional mandate in the local sphere of government. It is assumed that the Western Cape Government will play the roles, and fulfil the responsibilities and obligations assigned to it in legislation and policy. These roles include setting norms and standards for beneficiary selection, providing support on the content of the Housing Selection

Policy for Beneficiaries in Ownership-based Subsidy Project and screening and approving subsidy applications.

Table 1: Broad outline of the human settlements' beneficiary selection and subsidy administration processes

1. Household or individual* submits a completed Housing Demand Database registration form to the municipality responsible for developing human settlement subsidy projects in its area of jurisdiction.
2. Municipality registers the households or individual* on the HDDB and scan all applicants' documentation into the HDDB system.
3. Municipality applies selection criteria and selects households for the project in question.
4. Municipality applies pre-screening process before subsidy application forms are completed by households. The advertisement will be placed on the local newspapers, make lists of names of potential beneficiaries of the housing project in question available at the local community facility for public scrutiny.
5. Municipality compiles a report / Memorandum with lists of names of potential beneficiaries of the housing project in question to be endorsed by Executive Mayor / Council
6. The completion of the subsidy application and approval commence after the above stage
7. Final human settlement subsidy product is handed over to selected and approved beneficiaries.
8. Beneficiaries of subsidized housing are generally prohibited from subletting their subsidized house or serviced site before it is officially transferred into their names through the Registrar of Deeds
9. Beneficiaries may not voluntarily sell or alienate (give or transfer) the Property within a period of 8 (eight) years from the date of sale unless you first offer your Property free of any payment to the Housing Department of the Provincial Administration: Western Cape under section 10A of the Housing Act 107 of 1997 (Housing Act). This condition will be registered against the title deed of the Property.

* A single person, 18 years of age or older, does not meet the household structure requirements for subsidy eligibility without forming a household but is permitted to register on the HDDB. Such a person must form a household before becoming eligible for a subsidy.

1.3 Key principles of beneficiary selection

The mechanisms used in beneficiary selection and the way they are applied in project components are informed by the norms and imperatives described below.

a. Policy legibility and transparency

The Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project should provide enough information to allow municipal officials to carry out their beneficiary selection tasks in a predictable manner without ambiguity, so that citizens can understand the selection process, and so that the selection process is perceived as fair.

b. Equity of access to registration processes

The municipality provides access to the citizens residing in the municipal area to register on the municipal Housing Demand Database in a reasonably equitable manner. The municipality seeks to:

- register all subsidy-eligible households in need of subsidised human settlement opportunities and resident in the municipality on the municipal HDDB, using objective evidence provided at registration by households and individuals (as defined in the glossary) and data categories that have already been established on the Western Cape HDDB.
- update the data on the HDDB at the request of registered households.
- verify the data used in selecting beneficiaries at the time of beneficiary selection.

The HDDBs of all the municipalities in the Western Cape collectively constitute the provincial HDDB that is maintained by the WCG. The municipal HDDB is the section of the Western Cape HDDB that holds the registered entries for households and individuals (as defined in the glossary) residing in that municipality's area of jurisdiction. Only the municipality has the rights to populate and update its own HDDB. The provincial government must seek permission from the responsible municipality if it wishes to update or clean the registration data stored on any municipality's HDDB.

c. Registration date ordering is a key element of beneficiary selection

Every individual (as defined in the glossary) and household entry registered on the municipal HDDB is allocated a registration date. Registration date ordering enables the "first come, first

served” principle in subsidised human settlement projects. The first come, first served principle constitutes international best practice in cases where rationing according to need is highly complex and dependent on subjective judgements.

The municipality must undertake preliminary selection of households in order of their dates of registration on the municipal HDDB, subject to certain provisions, and maintain registration data in a manner that preserves the integrity of the date ordering process.

d. Promotion of social inclusion and cohesion in subsidised human settlement projects

The municipality promotes social inclusion and cohesion in subsidised human settlement projects through the design and implementation of this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

e. Beneficiary selection is based on independently verifiable claims using objective criteria and readily measurable indicators

Selection criteria are based on indicators that can be independently measured and verified accurately and readily.

The municipality will verify all claims made by individuals (as defined in the glossary) or households at registration and the updating of registration information and used as a basis for selecting beneficiaries for projects. Verification will be undertaken before subsidy applications are processed for approval or during subsidy approval in cases where selection and eligibility criteria overlap.

The means for verifying claims will be objective and independent of households and their members as well as municipal officials responsible for conducting beneficiary selection. Documents to be used in verification are: i) official documents from an organ of state or an “accountable institution” listed in Schedule 1 of FICA; and ii) documents specifically defined in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

Verification will not be based on claims or counterclaims by households unsupported by objective and independent means whether on the preliminary project list or not. Such unverified claims and counterclaims will not be used to identify possible false claims made by households or individuals (as defined in the glossary) unless counterclaims can be objectively and independently verified.

f. Avoid perverse incentives

The mechanisms used in beneficiary selection avoid giving rise to perverse incentives in households that are eligible for subsidy opportunities in human settlement projects. Perverse incentives are incentives that bring about behaviour changes in the eligible population that conflict with aims of human settlements subsidy programmes or worsen the socio-economic positions of eligible households.

g. Avoid conflicts of interest

Parties with a direct vested interest in the outcome of municipal selection processes such as the municipal council, councillors and community representatives may play no direct role in the preliminary selection of registered households on the municipal HDDB for human settlement projects or vetting the preliminary selection of project beneficiaries prior to subsidy approval. The role of the municipal council and its members is confined to approving this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project and monitoring compliance with the policy. To promote accountability in the municipal administration, each of the main administrative tasks in respect of registered entries of the HDDB should be run by a separate administrative division in the municipality as far as possible.

2 Key concepts in beneficiary selection: project components and mechanisms of beneficiary selection

2.1 Project components

A project component refers to an element of a subsidised human settlement project with its own set of mechanisms for selecting beneficiaries. The concept of a project component is used in beneficiary selection because of the composite nature of IRDP, FHFP and UISP projects. The IRDP, FHFP and UISP projects need to incorporate a range of households with different subsidy eligibility criteria or priority status and provide them with different final subsidy products. To adequately specify the selection mechanisms for these different eligibility and priority groups and the related final products, this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project distinguishes between different project components within a single subsidised human settlement project.

2.1.1 Specifying project components

In beneficiary selection, project components are specified in this Policy by relating them to four interrelated project factors:

- a. Whether the project mainly uses the **municipal HDDB** (municipal housing demand database) to select beneficiaries and thus occurs on a new site (**IRDP and FHFP projects**) **OR does not use the HDDB** because it upgrades existing informal settlements with its own population of households (**UISP project**). In the case of the UISP, the municipal HDDB is used to determine whether a household in a UISP target group can be selected for a final subsidy housing product and/ or the order in which qualifying households receive final subsidy products.
- b. Whether a **financial contribution is required** from the subsidy applicant for subsidy approval to acquire the subsidy product **or no financial contribution is required** (and the product is available to the beneficiary for free). No contribution mostly applies to households with monthly income in the band R0–R3 500, while a contribution mostly applies to households with monthly income of between R3 501 and R22 000. However, at the lower end of the R3 501 to R22000 income band, households may be able to obtain lower cost products without a financial contribution via the FHFP subsidy (depending on the nature and cost of the product, resources and product availability and the prevailing subsidy quanta). Households in the lower part of the income band have the choice of contributing to the sales transaction should they wish to acquire a higher cost subsidy housing product with higher specifications (subject to sufficient project resources being available). How the lower end of the R3 501 to R22 000 income band is determined is covered in section 5.1.4 below. This lower band is referred to as the R3 501 to X band, where X is the income level at which the FHFP subsidy is equal to the cost of an enhanced serviced site.
- c. What **final subsidy products are provided** in the project component. Besides referring to the single storey (standard) and medium-density top structure, the National Directive, 2020, introduces the serviced site as a final subsidy product. Note that unsubdivided sites with access to shared/ communal services (shared services stand) is the lowest level of service subsidy product provided in UISP projects for households and individuals (as defined in the glossary) that do not qualify for an owner-based subsidy product. Sites receiving communal services are not provided in IRDP projects. Table 2 defines the subsidy products to be delivered in subsidised human settlement projects.

Table 2: Final subsidy products

| Product | Description of product |
|---|---|
| <u>Standard top structure</u> | <u>40m² to 50m² single-storey unit on an individual plot</u> |
| <u>Serviced site</u> | <u>Individual plot (on the cadastre) supplied with water and sanitation connections, tap, wash trough, and enclosed toilet. In the Western Cape, this type of product is often termed an enhanced serviced site (ESS).</u> |
| <u>Unit in medium-density development</u> | <u>A two-storey duplex on an individual plot. (Note: Units in 3-storey or 4-storey blocks are not included in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.)</u> |
| <u>Shared services stand</u> | <u>A stand with access to communal services delivered to meet basic levels of service (as defined in the Red Book). These stands are not available for ownership, and the delivery of communal services at Red Book standards is subject to available government resources.</u> |

- d. What beneficiary household groups are targeted. The National Directive, 2020, specifies that standard top structures are intended only for certain subgroups within the R0–R3 500/ month subsidy income band (see Table 3).

Table 3: Priority groups defined in the National Directive, 2020

| Priority group | Definition |
|---|--|
| <u>Household affected by permanent disability (HABPD)</u> | <u>A household with at least one member with a permanent disability of such a nature as to give rise to a desperate need for housing and warrant prioritisation in beneficiary selection.</u> |
| <u>Household headed by an older person (HHBOP)</u> | <u>A household headed by a person who is 60 years of age or older. A household head is taken to be the oldest, non-dependant adult in the household qualifying for a housing subsidy. A non-dependant adult is an adult who has financial dependants or is either of the spouses in a legal marriage or one of partners in a cohabitation arrangement. The household can reside in any type of environment in the municipality whether on or off a farm.</u> |

| Priority group | Definition |
|-----------------------|---|
| Military veteran (MV) | An individual reflected on the Department of Military Veterans database as qualifying for a MV housing subsidy, having a household income of R10 416 or less, any household composition structure, and never having received a housing subsidy nor owned fixed property. Note that the last two conditions can be waived if an entire property owned was ceded to a former spouse in a divorce or repossessed by a bank and proof (objective evidence) is provided. |

The project components to be used in this Policy are defined in Table 4 using the project factors identified there.

Sites with communal municipal services are not subject to selection based on a project component. The sites are a residual category of product. The goal is to supply communal services based on equitable spatial access to services as far as possible, subject to the resources available for communal services supply.

The project components listed in Table 4 are provided for in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project across both IRDP and UISP projects.

Table 4: Project components provided for in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project

| <u>Subsidy income bands (monthly household income)</u> | <u>Subsidy products</u> | <u>Subsidy programme/ Target groups set in national policy</u> | <u>Financial contribution</u> |
|---|--------------------------------|--|--------------------------------------|
| <u>R0–R3 500</u> | <u>Standard top structure</u> | <u>IRDP or UISP plus consolidation subsidy: IRDP/ UISP servicing: only national priority groups identified in the National Directive, 2020</u> | <u>No</u> |
| <u>R0–R3 500</u> | <u>Serviced site</u> | <u>IRDP/ UISP up to Stage 3</u> | <u>No</u> |

| <u>Subsidy income bands (monthly household income)</u> | <u>Subsidy products</u> | <u>Subsidy programme/ Target groups set in national policy</u> | <u>Financial contribution</u> |
|--|----------------------------|--|-------------------------------|
| <u>R0–R3 500</u> | <u>Medium-density unit</u> | <u>IRDP or UISP plus consolidation subsidy</u> | <u>No</u> |
| <u>R3 501–R22 000</u> | <u>Top structure</u> | <u>FHFP</u> | <u>Yes</u> |
| <u>R3 501–RX</u> | <u>Serviced site</u> | <u>FHFP</u> | <u>No</u> |
| <u>RX–R22 000</u> | <u>Serviced site</u> | <u>FHFP</u> | <u>Yes</u> |

X = income level at which the revised FHFP subsidy is equal to the input cost or cost of the enhanced serviced site.

2.2 Mechanisms used in beneficiary selection

The municipality makes use of the mechanisms listed below to select households for IRDP, FHFP projects and when assigning final subsidy products to beneficiary households in UISP projects. The detailed selection mechanisms listed below are combined in a manner prescribed in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project for project components in sections 5 and 6.

- a. **Registration date ordering:** The ordering of entries on the municipal HDDB relevant for the project component from those entries with the earliest date of registration to entries with the most recent registration date.
- b. **Minimum registration period:** A period of registration on the municipal HDDB after which a household registered on the HDDB will be considered for selection in a project. The minimum period is set at three years for most HDDB entries, furthermore, be in line with the Policy Framework and be consistently applied across all projects.
- c. **Quotas for priority groups:** A portion of the opportunities in a project component reserved for households with defined characteristics. Each priority group has its own quota.
- d. **Age-based prioritisation:** The prioritisation of households in selection based on the age of the oldest, non-dependant adult member of the household, taken as the household head. The mechanism involves determining the minimum cut-off age for household heads and ordering registered household entries with heads at the cut-off age or older

by registration date. The age-based prioritisation mechanism will also often entail “controlled easing” of the minimum age if all the built opportunities subject to selection via the minimum age mechanism cannot be filled after the minimum age cut-off mechanisms have been applied to household entries. Controlled easing of the minimum cut-off age takes place using registration date ordering in household head age cohorts of successive increments of five years below the minimum cut-off age of the household head until all the available opportunities have been taken up.

- e. **Catchment area (for the project/ project component):** The catchment area is a geographic area of residence surrounding the project site. Only HDDB entries resident in the catchment area are selected for a project (and its components) located in the catchment area. Catchment areas for projects are clearly defined in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project (see [4.5](#) below). Catchment areas do not overlap, are fixed over time for all types of subsidy project, are limited in number within a given municipality, and collectively cover the entire area of the municipality’s jurisdiction.
- f. **Minimum duration of residence in a municipality area:** This cut-off value is based on the minimum amount of time a registered HDDB entry must reside in a particular locality or type of locality (not the municipality as a whole) before the entry can be selected. This mechanism is used in conjunction with quotas for groups historically not registered on the municipal HDDB or its antecedents due to the remote geographic location of residence – see (g) below. To be selected for a project component using this mechanism, the household must be registered on the HDDB as an entry. Registration date ordering will apply. The minimum registration period (three (3) years) will apply for HABPD and HHBOFR or on case-by-case basis with the verifiable evidence, the request of deviation and exemption must be submitted to Executive Mayor / Council for endorsement.
- g. **Quotas for groups historically not registered (on the municipal HDDB):** This quota provides for specific groups of households not historically registered on the HDDB (or historical antecedents to the HDDB) due to their remote geographic area of residence, e.g., older farm residents. This mechanism works in conjunction with the minimum duration of residence mechanism – see (f) above). Qualifying for this type of quota is dependent on satisfying the minimum duration of residence requirement in (f) above. Registration date ordering will apply. It is at the municipality’s discretion whether or

not the minimum registration period will apply for HABPD and HHBOFR, but the decision must be recorded in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project and be consistently applied across all projects.

- h. **Effective demand (in the case of contribution-based project component):** A mechanism to select beneficiaries and ration available housing subsidies in which a household that qualifies for a contribution-based subsidy provides objective evidence that it will be able to acquire the required financial contribution for the subsidy to be approved.
- i. **Targeting by self-declared household income:** Targeting by household income according to the range of household income set for the project component is required for the preliminary selection of a household beneficiary. The household income used in selection is based on self-declaration and should be as accurate as possible to avoid errors of inclusion during preliminary selection that wastes subsidy administration time and could lead to project delays.
- j. **Allowing selected entry to opt out of project component:** A household entry selected for a project component is allowed to opt out of the project before subsidy approval without any penalty, prejudice or favour in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).

3 Registration and updating processes

3.1 Assigning registration dates to new entries on the database

A registration date will be given to each individual (as defined in the glossary) or household that completes the necessary registration form, physically or online, and provides the minimum objective evidence to be entered onto the database, provided that any individual (as defined in the glossary):

- Does not own fixed property in the municipality.
- Is at least 18 years old; and
- Is a South African citizen or has permanent residence status in South Africa.

The registration date is the date on which the municipality accepts the registration form, and any required supporting documentation (objective evidence) submitted for registration on the HDDB. The municipality will communicate the registration date to the individual or

households and provide him, her or them with documentary proof of that date. The registration date will remain unchanged until the individual receives an ownership-based subsidised human settlement opportunity, subject to 3.2 below.

3.2 Registration date assignment in the case of the dissolution or breakup of the household before approval of a housing subsidy

In cases of a household consisting of at least two non-dependant adults neither of whom previously had a registered on the municipal HDDB, each non-dependant adult will be assigned the same registration date. If such a household were to dissolve in the period between the date of registration and subsidy approval, the registration date originally assigned to both non-dependent adult members will be the date of registration of the main applicant, and the ex-spouse or ex-partner will be assigned with new date of registration should these households register on the HDDB.

In the case of a household consisting of at least two non-dependant adults at least of one which had previously registered in a separate entry on the HDDB, the earliest registration date of the two entries will apply to the new household should it register on the HDDB. If such a household were to dissolve in the period between the date of registration and subsidy approval, the original registration dates of each non-dependant adult will apply in determining the registration dates of new households formed by each of these adults should these households register on the HDDB.

3.3 Data fields in the database

At a minimum, the municipality will populate the following data fields in its database.

3.3.1 For households with one non-dependent adult living in the household

- a. Name and ID number of the adult.
- b. Registration date.
- c. Residential address (according to standardised naming convention of the municipality).
- d. The names and ID numbers of each household member with a permanent disability as defined in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project and falling in at least one of the categories given in Table 5, as claimed by the registering household.
- e. Preference for a non-contribution serviced site (if household income is above R3 500/month).

- f. Number of dependants within the household, and their ID numbers.
- g. Whether a current or recently a former farm resident, address of farm and, if so, employer/ farmer where applicable and period and dates of residence on the farm.
- h. Household monthly income (as defined by the Department's Circulars).
- i. Whether the household wishes to apply for a FHFP subsidy i.e., having household income above R3 500/ month and falling below the prevailing upper income threshold for the FHFP subsidy.
- j. Whether any household member is unable to ascend or descend two flights of stairs unassisted.
- k. Landline and cell phone contact number.
- l. Whether non-dependent adult indicates that he or she owns fixed property.

3.3.2 For households with two non-dependant adults in the household

- a. Fields provided in sections 3.3.1 (d), (e), (f), (i) and (j) as specified above applied to the household.
- b. Name and ID number of each of the two adults.
- c. Relationship between the two adults.
- d. Registration date of the household, which will be: i) the earlier of the two adults' registration dates if the municipality already has them separately on record as being registered previously; or ii) if municipality has neither of the adults on record as registered, the date described in 4.1 as applied; or iii) if the municipality already has one of them separately on record as registration, that registration date.
- e. Monthly income of each the two adults and household income (as defined in Department's Circulars).
- f. Whether each of the adults is currently a farm resident or used to be a farm resident, and, if so dates and period of residence on a farm, address of farm, and employer/ farmer where applicable.
- g. Landline or cell phone contact number of each non-dependent adult in the household.
- h. Whether either of non-dependent adults indicates that he or she owns fixed property.

3.3.3 Location preference data field

Individuals and households registered on the database may change their town of preference at any time with notice, but individuals or households will be assigned with new date of registration in their preferred town. **[without any impact on their dates of registration,**

provided that requests to change the town of preference occur within a format determined by the municipality and within 10 days before the database is used for selection.]

3.4 Collecting and updating household income information

- i. Households are responsible for keeping their household income information up to date on the HDDB.
- ii. Given the advent of the First Home Finance Programme (FHFP) and beneficiaries' ability to access non-contribution opportunities through a FHFP subsidy, there is a risk that households with income between R3 501 and X (refer to section 5.1.4 below) are excluded from selection for such human settlement opportunities should their income data on the HDDB be out of date.
- iii. Households with income above R3 500 per month will be encouraged to provide an accurate self-disclosure of household income and keep this information up to date on the municipal HDDB.
- iv. The consequences for households of not disclosing income information and keeping the information up to date must be made clear by the municipality i.e., a high possibility that the households who have not kept their income information up to date will be subject to errors of exclusion in beneficiary selection.

3.5 Updating residential address

A). If individuals and households registered on the municipal HDDB change their domiciles (places of residence) to another place in the same municipality, they may update their residential addresses on the HDDB at any time without notice and without any impact on their dates of registration, provided that requests to change occur at least 30 days before the pre-screening process start for that particular project in that locality.

3.6 Supporting documentation required for new application and updating.

The municipality will collect the following documentation during registration and updating.

3.6.1 Documentary proof to verify claims by individuals/ households about disability status and falling within the HABPD quota

The municipality will make use of the means of verification given in Table 5 to verify claims made by individual members of household entries on the HDDB that they have the relevant permanent disabilities to warrant prioritisation (see 3.3 above).

Table 5: Categories of households affected by permanent disability and sources of verification

| Category of HHABPD | Source of verification |
|---|--|
| Eligible household with at least one adult receiving a South African Social Security Agency (SASSA) Permanent Disability Grant (PDG) and a Grant in Aid (GIA) (according to SASSA's definition) | Original or certified copy of PDG and GIA approval (not older than 5 years) or latest confirmation letter from SASSA (not older than 1 year). If the PDG approval or confirmation letter is separate from the GIA approval or confirmation letter, the recipient of each grant must be the same. The name and ID number of SASSA grant recipient (both PDG and GIA) must match the name and ID number of a member of the claimant household (as reflected in the entry on the HDDB). |
| Eligible household with an adult caregiver of a permanent disabled child receiving SASSA Care Dependency Grant (CDG) where both adult and child are members of the household. | Original or certified copy of CDG approval (not older than 5 years) or latest confirmation letter from SASSA (not older than 1 year). The names and ID numbers of the caregiver and child grant recipient (of the CDG) must match the names and ID numbers of members of the claimant household (as reflected in the entry on the HDDB entry). |

| Category of HHABPD | Source of verification |
|---|---|
| Eligible household with a member having a disability reflected on the “Medical Certificate in respect of disabled persons as required in the housing subsidy scheme of the Government of South Africa” Appendix 1 of the Subsidy Application Form | SASSA approval/confirmation documents of receipt of the PDG (without GIA) – see above Original copy of the Appendix 1 form (of the subsidy application form) completed by the district surgeon or a registered medical practitioner and indicating at least one of the listed disabilities. This form must be signed by the registered medical practitioner and display the practitioner’s registration number with the relevant professional council. The form should bear the original stamp of the practice or health facility at which the district surgeon or registered medical practitioner is located. The name and ID number of the “applicant” on the Appendix 1 form must match the name and ID number of a member of the claimant household (as reflected in the entry on the HDDB). |

3.6.2 Documentary proof to verify claims farm residence status in regard to the HHBOFR quota

In the case of a farm resident, objective evidence must be collected to confirm the farm/s and its/ their location/s on which the farm resident is/ has been resident, and the length of residence on each farm.

Where the resident is a farmworker, the evidence should ideally include a letter from the employer/s indicating the location and length of residence and proof of the farmworker’s length of residence on the farm.

The following can be submitted as evidence:

- Letter(s) from the farmer on a farm letterhead, indicating all farm contact information and the address.
- Employment contracts with the farm’s name and the name of the farmer, with dates of employment and the address of the farm.
- Payslips indicating farm’s name and the name of the farmer, payment periods, and address of the farm.

- Rental invoices and other service charges, indicating rental periods and address of the farm.
- Affidavit/s provided by farmer/s indicating the address of the farm and the applicant's period/s of residence.
- Affidavit/s provided by an acceptable authority present in the community, indicating the address of the farm and the applicant's period/s of residence.

3.6.3 Information to check eligibility for the range of subsidy instruments available in National Housing Code

The following information should be collected: payslips, certified copy of ID book of self, other adult and minor dependents (under age of 18) in the household, marriage certificates

4 Macro level considerations for IRDP, FHFP and UISP projects

Six broad considerations will apply to the selection of beneficiaries in IRDP, FHFP and UISP projects.

4.1 Balancing of people in overcrowded conditions and informal settlement dwellers across portfolio of projects

For all project components, the number of people in formal overcrowded conditions and informal settlement dwellers receiving subsidised housing opportunities will be balanced every five years, linked to the strategic planning cycle and over the portfolio of subsidised human settlement projects planned and executed in the municipality.

This balancing will seek to equalise the relative access each of these groups enjoys to on-site, household-based municipal services. The distribution of opportunities provided over the period across each of the two groups will be in proportion to number of households without access to on-site service within each group. The municipality will determine the level of service threshold for "acceptable access" to on-site, household-based services for people living in formal overcrowded conditions to enable this balancing to take place.

Realistic delivery targets for each of the two broad categories and for the corresponding number and size of projects (and where necessary project components) will be set out in municipal plans – the municipality's integrated development plan (IDP) and human settlement plan (HSP) – and reported on in the relevant annual and multi-year reports.

4.2 Coordinate beneficiary selection with the delivery of final subsidy products

In an IRDP project, the selection of households as prospective beneficiaries will only occur at the time that final products for which beneficiaries are to be selected are being delivered. The number of HDDB entries registered on the HDDB finally selected in a delivery period must equal the number of final products being delivered in that period. The rate at which final products are delivered will be determined in part by the annual business plan and the resources made available to finance final product delivery, and in part by the actual delivery performance of the municipality. Final products include both top structures and enhanced serviced sites.

In a UISP project, qualifying beneficiaries can only receive final products when they are delivered and UISP beneficiaries will only be ordered (using mechanisms provided for in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project) to receive the final product when the product is being delivered. As in an IRDP project, the rate of final product delivery in a UISP project will be determined in part by the annual business plan and the resources made available to finance final product delivery in that UISP project, and in part by the delivery performance of the municipality. Unlike an IRDP project, beneficiaries will be selected almost exclusively from household's resident in the geographic areas targeted for upgrading by the project.

4.3 Quotas for priority groups

The quotas in Table 6 will be used in beneficiary selection in the IRDP project or in the determining the order in which qualifying beneficiaries receive final subsidy products in UISP projects as prescribed in sections 5 and 6 below.

Table 6: Quotas covering National Directive priority groups and weight/ size of quotas

| Quota name | Size |
|---|------|
| Households affected by permanent disability | 5% |
| Households headed by adult of 60 years or older | 15% |

MVs are not currently subject to selection via a quota. Should the number of DMV-approved MVs qualifying for subsidy housing opportunities on the DMV list for the municipality increase significantly, a quota for MV will be introduced, at which point the MVs will have to be registered on the HDDB.

The minimum registration period for entries in the HHBOP and in the HABPD quota is three years, whereas it is one year for the MV. All households selected via a MV, HHBOP and HABPD quota must be registered on the HDDB.

4.4 Quotas for groups historically not registered due to geographic isolation

The quota in Table 7 will be used in beneficiary selection in the IRDP project or in the determining the order in which qualifying beneficiaries receive final subsidy products in UISP projects as described in sections 5 and 6 below.

Table 7: Quotas for groups historically not registered due to geographic isolation

| Quota | Definition | Size |
|--|---|------|
| Households headed by older farm residents who are long-term farm residents | HHBOFR aged 55 years or older, resident on farms for a duration of at least 10 years of the last 13 years (i.e., a minimum duration of 10 years on farm but not sequential within limits) | 5%* |

The minimum registration period for entries selected for the HHBOFR quota is one year if meet the minimum duration as indicated at Table 7. In order to be selected for an HHBOFR quota, households much must be registered on the HDDB as selection takes place from all the entries that meet the quota requirements.

4.5 Catchment areas

Catchment areas will be used for all non-contribution IRDP project components, and only be used in a contribution-based project component if the municipality determines that the project is contested (Refer to 5.2). If not using catchment areas specified in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project (as set in Map 1), determine the catchment area in each applicable project. This determination can occur after consultation with the Council / Executive Mayor, if deemed necessary by the Director responsible for human settlements.

Regional towns

In a regional town, the municipality will reserve [90%] 100% of the opportunities in the project component for entries which are resident within the catchment area where development take place and indicate a location preference for the catchment area of the project town.

[In respect of the remaining 10% split, preference be given across the other catchment areas in the municipality in proportion to the number of waiting/active entries relevant for the project component in question resident in each of the other catchment areas. Households selected from the other catchment areas must indicate a preference to in the particular project within a period of 30 days of receipt of official notice. In instances where selected participants do not accept the offer the opportunity to participate in the project, the housing opportunity be given to the potential beneficiaries from the community in the catchment area where project takes place.]

Non-regional towns

[In non-regional towns, an extract of the database containing entries resident and indicating a location preference for the catchment area of the project town in question will be considered for selection.]

How catchment areas are used in beneficiary selection in an IRDP project component is indicated in **Annexure: 1** below.

The catchment areas will not be used in beneficiary selection in UISP projects, as selection occurs via targeting informal settlements for upgrading. Catchment areas may only be used in the rare cases that contribution-based final products are supplied in a UISP project and households willing and able to make the financial contribution cannot be found in the informal settlements targeted for upgrading by the project (refer to section 6.1).

4.6 Registration date ordering: All household entries selected in IRDP, FHFP, UISP and EHP must be registered on the HDDB

Registration date ordering refers to the process whereby all database entries considered eligible for the project component are arranged from the earliest registration date to the latest registration date, and households are selected as potential beneficiaries in that order.

The details of selected potential beneficiaries must appear on HDDB, including UISP, EHP beneficiaries receiving communal services, and potential beneficiaries of contribution-based (FHFP) project components where date of application in HDDB is used for the subsidy application because of insufficient number of housing opportunities for these project types.

5 APPLICATION OF POLICY

This Policy applies to the selection of beneficiaries for certain state subsidised new housing projects.

A single project site or set of sites can have a number of project components related to different housing delivery programmes. Each of the components will be dealt with differently in terms of the selection of beneficiaries. The Policy covers the following project component types each with its own selection mechanisms:

- a) (IRDP) green-field, non-relocation project components for the R0-3500 household monthly income sector.
- b) (UISP) and (EHP) relocation project components linked to informal settlement upgrade projects.
- c) (FHFP) institutional and affordable housing project components that result in ownership (including “rent-to-buy” options)

The elements and mechanisms provided for below will be used in each component type as indicated. In all projects occurring on Greenfields sites which have de-densification components, the number of households from the UISP project accommodated on the site need to be matched by the number of households selected from the HDDB on a 50/50 basis. This means that each Greenfields sites (and the related projects) with a UISP de-densification component also needs to accommodate a component draw from the HDDB (backyarders)

5.1 IRDP (Green-field, non-relocation project components)

General Mechanisms: For each project town, the municipality will define a catchment area. Each project town will have a catchment area which will be clearly defined on a map of the municipality. Catchment areas will be non-overlapping, and two or more towns cannot have the same catchment area. Every area in a municipality will fall within a catchment area. From its list of project towns, the municipality will designate regional towns. In an IRDP project, beneficiary selection occurs within each project component identified for the project. The method of selection per component type is detailed in sections 5.1.1 and 5.1.2 below. As indicated in section 8 , the executive manager responsible for human settlements must determine, for each IRDP project, the types of project components which will apply in the project and the number of opportunities within each component.

- a) **Age-based prioritisation:** Age-based prioritisation is applicable to housing subsidy applicants of green- fields projects for households with head(s) (applicant/ and or spouse/cohabiting partner) are 30 [40] years or older, subject to:
- i. The particular household head(s) must be registered on the municipal demand database for a minimum period of three years prior to selection.
 - ii. The household head(s) referred to in (a) turn 30 [40] years of age within the calendar year of selection of potential beneficiaries for a particular project.
 - iii. The following exceptions:
 - 1st) A household is selected via the “quota for households affected by permanent disability”
 - 2nd) The household is selected for an **[Institutional or]** FHFP subsidy,
 - 3rd) The municipality’s housing demand database no longer contains households head(s) being 30 [40] years or older within the prescribed catchment area that meet the minimum registration period of three years.
 - 4th) In the case of (b)(ii) above the younger registered household head(s) from the housing demand database applicable to the catchment area should be selected within increments of five years in registration date order. For example, 35 to 39 years of age (within the calendar year), 30 – 34 years of age (within the calendar year) until the available opportunities have been filled.

5.1.1 Non-contribution IRDP project components: Standard top structures: R0–R3 500/ month income band

- a. Standard top structures are intended for households in priority groups in the R0–R3 500/ month subsidy income band (refer to Table 3). Only households indicating they fall in the income range R0–R3 500 will be selected for this project component.
- b. The Western Cape Department of Infrastructure, Branch: Human Settlements will determine the number of top structures to be funded every year in each approved IRDP project at the top structure implementation stage. This determination is part of the annual business planning process and is subject to available resources. The municipality will select beneficiaries for the available standard top structures each year. Only if the municipality does not have sufficient qualifying households on its HDDB which meet selection conditions will the municipality select households outside the priority groups and only in the manner prescribed below.

- c. As standard top structures are intended for priority group households only, quotas sizes for priority groups will be rebalanced proportionately to sum to 100% and applied to the annual number of standard top structures approved for the project.

The application of the reweighted quotas to the project depends on how the number of top structures to be delivered in a year compares to the number of priority households available on the HDDB for selection in the project:

- i. If the number of standard top structures set in a year – see (b) above is greater than number of priority group households that qualify for the subsidy, the following selection method will be used:

After applying the reweighted quotas and selecting households in registration date order within each reweighted quota, if the number of households in one priority group falls short of meeting the rebalanced quota, the remaining opportunities will be assigned to the other priority groups according to further proportional reweighting amongst the remaining priority group, adding up to a total of 100%. Any remaining places are filled by the remaining priority households until no further qualifying priority households are available. Further rebalancing/ reweighting is required whenever the number of households in a priority group is insufficient to meet the rebalanced quota, and there are available top structure opportunities that have not been allocated.

If there is only one other priority group, the remaining opportunities go first to the other priority group until all qualifying households in that group are selected or all the opportunities are taken up, whichever happens first.

- ii. If the number of standard top structures set for the project in a year is less than the number of priority group households qualifying for the subsidy, the reweighted quotas must be applied, selecting households in registration date order within each quota, with reallocation of top structure opportunities as indicated above if households in one or more quota groups are depleted before all top structure opportunities have been taken up.

- d. The selection of MVs is not covered in step (c) and the top structures built to MV are excluded from selection processes provided for in step (c). MVs on the DMV-approved list are selected into the next IRDP project or stage of top structure development within

an existing project as these approved MV arise on the list, provided top structures which meet MV specifications can be built within that project or stage.

- e. To be selected for a standard top structure, all households with a registered subsidy allocation must be registered on the HDDB for at least three years or on case-by-case basis with the verifiable evidence, the request of deviation and exemption must be submitted to Executive Mayor / Council for endorsement.
- f. The catchment area which applies to the geographic location of the project will be used to select entries for all the opportunities in this project component. Refer to section 4.5 and Map 1 in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

5.1.2 Medium density units: R0–R3 500/ month income band

- a. It is expected that the number of medium density units will be limited, i.e., there will be a limited number of medium-density unit project components. The application of this project component within a project will be informed by the Department’s “The guidelines for the density allowance for building of double storey subsidy top structure units” which is attached to Circular 3 of 2018 “Enhancement of the ministerial norms and standards: new higher density housing typologies”.
- b. The Department determines the number of medium density units to be funded every year in each approved IRDP project at the top structure implementation stage. This determination is part of the annual business planning process and is subject to available resources.
- c. The municipality will select beneficiaries only for the medium density units for which funding is made available on a yearly basis.
- d. The municipality will first select the household entries in the non-priority group in the R0–R3 500/ month subsidy income band (i.e., the non-quota group) by applying age-based prioritisation, including registration date ordering. The number of opportunities in the non-quota group is equal to total number of opportunities available in the year of the project minus the total opportunities intended for priority groups and other quota groups for those units. The latter is determined by the applying quota proportions given in Tables 6 and 7 above (which indicate the number of units relative to the size of the project) to the medium density units available for the year. Aged-based prioritisation will be applied with a minimum age cut-off of 30 years and, if necessary, controlled easing using the age cut-off of 30 years.

- e. The municipality will then apply all quotas listed in Tables 6 and 7 above (without the reweighting described in 5.1.1(c)) to the HDDB to select entries for this project component. Selection for each quota group will occur in registration date order.
- f. Selection for MV will be treated separately from (d) and (e). The number of MVs selected for the project component is limited by the number of qualifying individuals on the DMV-approved list of MVs and the number of units in the project component developed at the required specification for MVs in the project component. It may be that no MV units can be included in the medium density project component.
- g. The municipality will filter out the households selected which contain members that cannot access the second floor by surveying households selected prior to subsidy approval to gauge such ability (see 7.3(c)).
Where households are filtered out, the municipality will select the next HDDB entry in registration date order within the relevant quota or non-quota group. If sufficient entries cannot be found within quota groups, the municipality will allocate opportunities to the non-quota group, abiding by the rules of age-based prioritisation set for the project component, selecting entries in registration date order. All households must be registered on the HDDB for at least three years or on case-by-case basis with the verifiable evidence, the request of deviation and exemption must be submitted to Executive Mayor / Council for endorsement
- h. Any household entry selected for a project component can opt out of the project before subsidy approval without any penalty, prejudice or favour in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).
- i. The catchment area which applies to the geographic location of the project will be used to select beneficiaries for all the opportunities in this project component. Refer to section 4.5 and Map 1 in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

5.1.3 Serviced sites: R0–R3 500/ month income band

- a. The Department determines the number of serviced sites to be funded every year in each approved IRDP project at the implementation stage. This determination is part of the annual business planning process and is subject to available resources. The municipality will select beneficiaries for the available serviced sites each year based on the business plan and municipal delivery. The share of enhanced serviced sites available

in the year for the project as a whole will be allocated to this project component (for selection in the year) by the municipality based on its size relative to the size of the non-contribution IRDP project component: Serviced sites R3 500–RX/ month subsidy band (if the latter is set by the municipality as a component in the project) (see 5.1.4 below).

- b. HDDB entries which indicate household income in the R0–R3 500/ month income band will be selected for the serviced sites available for the project component for the year, in registration date order without the application of the age-based prioritisation and the application of quotas for priority groups.
- c. To be selected in the non-quota section, a household entry must have been registered on the HDDB for at least three years.
- d. The quota for HHBOFRs (targeting household heads 55 years and older) will be applied to the serviced sites available in the year. The minimum registration period for beneficiaries selected via the HHBOFR quota is one year.
- e. Any household selected can opt out of the project component for which it has been selected and be selected without penalty, prejudice or favour in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).
- f. The catchment area which applies to the geographic location of the project will be used to select entries for all the opportunities in this project component. Refer to section 4.5 and Map 1 in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

5.1.4 Serviced sites R3 500–RX/ month subsidy band

- a. The Department determines the number of serviced sites to be funded yearly in each approved IRDP project at the implementation stage. This determination is part of the annual Business Planning process and is subject to available resources. The municipality will select beneficiaries for the available serviced sites each year. The share of enhanced serviced sites available in the year for the project will be allocated to this project component (for selection in the year) based on its size relative to the size of the Non-contribution IRDP project component: Serviced sites R0–R3 500/ month (if the latter is set as a component in the project) (see 5.1.3 above).
- b. The municipality will calculate the value of X to determine the upper monthly household income level applicable for selection to this project component. To calculate

- X, the cost at the which the serviced site will be made available to the households must be determined. The value of the X household income is read off the prevailing FHFP subsidy quanta schedule at the service site cost.
- c. For the non-quota section of the project component, HDDB entries indicating monthly household income between R3 501 and RX will be selected in registration date order without the application of the age-based prioritisation and the application of quotas for priority groups for available serviced sites.
 - d. To be selected, a household must: i) indicate that its household income lies between R3 501 and RX/ month, ii) indicate that it has a product preference for a serviced site; and iii) be registered for at least three years on the HDDB.
 - e. The only quota applicable in this component is HHBOFRs, but only households with heads younger than 60 years will be selected, i.e., heads of household must be between 55 and 59 years old. Household HDDB entries indicating they are HHBOFRs, with household income between R3 501 and RX/ month with a product preference for a serviced site will be selected, subject to verification. The minimum registration period set for the HHBOFR quota is one year.
 - f. Any household selected can opt out of the project component for which it has been selected and be selected without penalty, prejudice or favour in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).
 - g. The catchment area which applies to the geographic location of the project will be used to select entries for all the opportunities in this project component. Refer to section 4.5 and Map 1 in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.

5.2 Contribution based housing projects (FHFP): R3 501–R22 000/ month subsidy band

- a) Projects open to all qualifying across the municipality: The municipality should ascertain that the selection processes are adequately understood by the residents of the municipality and uniformly applied across the municipality. All the citizens in the municipality who meet the housing institutions or developers' entry requirements should potentially be able to benefit.

- b) Registration date ordering applied by municipality on developer's list where effective demand is greater than supply: Where the number of the individuals/households meeting the minimum selection criteria is greater than the number of units supplied in the project component in question, further selection of individuals/households on the waiting list should occur in order of registration date.
- c) These project components will be selected using the effective demand mechanism, in terms of which beneficiary selection occurs through the FHFP subsidy application process and is managed by the municipality or the beneficiary administration agent. If the municipality does not market the opportunities, marketing agents will also play a role in the beneficiary selection process.
- d) Marketing strategies will be adapted according to the level of proven effective demand for FHFP subsidy and the degree of contestation. Households which have sufficient effective demand to raise co-financing to obtain FHFP subsidy approval from the Department will be selected and approved.
- e) The affected potential beneficiary must indicate in writing to the municipality within a period of 30 (thirty) days of receipt of the official notice that the housing opportunity will accept or not be accepted.

5.2.1 Standard top structures: R3 501–R22 000/ month income band

- a. The municipality will assess the project context and determine whether the project component can be marketed across the whole municipality without geographic targeting or whether selection will be contested to the degree that geographic restrictions on selection will be required (i.e., whether a catchment area as defined in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project (see 4.5) should be applied to select beneficiaries.)
- b. If selection for the project is not contested (by group/s from particular geographic areas), the following steps will be taken:
 - i. The municipality will ensure that the project component opportunities are marketed uniformly, and subsidy application process made accessible, across the whole municipal area.
 - ii. The municipality will set the first closure date for FHFP applications in consultation with the marketing and/or the beneficiary administration agent.

- iii. The Housing administration will record the date and time of the receipt of each FHFP application.
 - iv. After the first closure date, the beneficiary administrator in consultation with the municipality will order the FHFP applications for processing. Applications from households recorded as HDDB entries will be ordered by the date of registration on the HDDB (A). Applications from households not recorded in entries on the HDDB will be ordered according to date on which the FHFP application was received (B).
 - v. Applications classified as A in point (iv) above, will be sent in registration date order for approval processing by the Department. Should opportunities remain in the project component after all applications in A have been processed, applications in B will be processed in application date order. Beneficiary selection terminates as soon as all opportunities are filled.
 - vi. If opportunities remain after step (v) above, a second application closure date will be set, and steps (iv) and (v) above repeated for the new applications.
- c. If selection is contested, the process in (b) will apply, except that:
- A). The municipality and beneficiary administration agency will clearly communicate to the residents as part of the marketing of the project that household's resident in the catchment area (as defined in section 4.5 and Map 1) in which the project is relocated will be prioritised in the selection process.
 - B). After the first date of application has closed, the beneficiary administrator will order the application in a similar way as described in (b)(iv) above except that prior to classifying and ordering into A and B, the applications will be classified according to whether the applicant household resides in the catchment area in which project is located (C) or outside the catchment area (D). The applications will be sent for approval processing by the Department in the following order CA, CB, DA and DB. As in (b)(iv) above, groups with A-type applicants will be processed in registration date order and those with B-type applicants processed in date of application.
 - C). If opportunities remain after processes laid out in (ii) above have been completed, a second application closure date will be set, and the process for second round will occur as described in b). Prioritisation of households' resident in the catchment of the project

will not occur in the second round, and the municipality and market/ beneficiary administration agency will clearly communicate that difference for the second round of applications in the marketing of the project.

5.2.2 Serviced sites: RX to R22 000/ month income band

The same process laid out in 5.2.1 (a), (b) and (c) above will apply, except that only households with income between X and R22 000/ month will be considered for contribution-based serviced sites.

The municipality will calculate the value of X to determine the lower monthly household income level applicable for selection to this project component. To calculate X, the cost at which the serviced site will be made available to the households must be determined. The value of the X income is read off the prevailing FHFP subsidy quanta schedule of the enhanced serviced site cost.

5.3 UISP projects

5.3.1 UISP projects in which no relocation occurs

- A). In a UISP project, the selection of households for final subsidy products in an upgrading project (which are delivered in Stages 3 and 4 of the UISP process), will occur according to the mechanisms laid out for the project component types, in section 5 above, as relevant to the upgrading project.
- B). To determine which project component types (from Table 4) are applicable to an upgrade project and their size, a survey or enumeration of households in the informal settlements targeted by the project for upgrading will be undertaken as close to the date of the start of Stages 3 and 4 as possible.
- C). Using the enumeration of households as a basis, the municipality will determine the project components to be included and the size of each project component. Project components must be set to accommodate all resident households in the upgrading area and provide households with the products for which they qualify. Final products will be supplied to UISP beneficiaries at a rate determined by the annual budget available for the project and the annual Business Plan.
- D). Households selected for components as final products are made available will be drawn exclusively from the households' resident in the informal area targeted for upgrading.

and registration date will be used to determine the order in which households will receive final products within the component.

E). Households outside of the informal settlement (backyards) targeted for upgrading by the project will be only selected for the project in cases where the sizes of the project components are miscalculated/ mis-estimated, and there is an oversupply of final products in relation to the household composition of the informal settlement.

i. The total number of the serviced sites in project component that remain or became vacant be utilised for EHP on a case-by-case basis (e.g. court order evictions, destitute and vulnerable families). Section 4.6 here above and the selection mechanisms/ methods provided here below in section 5.3.2.1 will be applied

ii. Or in contribution-based project components in upgrading projects, if the opportunities supplied for those components cannot be filled by household's resident in the areas targeted for upgrading by the project, the selection mechanisms/ methods provided in section 5.2 will be applied.

F). Households which do not qualify for a subsidy product or cannot make the necessary financial contribution will be provided with access to communal/ shared services as a minimum, subject to available resources. No specific selection mechanism is prescribed for final shared services. Such services should be as evenly distributed spatially across shared services areas as practically possible.

5.3.2 Relocation within a UISP project

Permanent relocation within a UISP project is necessary to allow for the provision of services, rights of way and the designation of individual plots on the site of the upgrading project. If relocation is required, the municipality will need to select households to either remain on the site or move off the site. After the latter relocation selection has occurred, selection for final products as laid out in section 5.3.2.1 and 5.3.2.2 will occur. The number of households from the UISP project accommodated on the site need to be matched by the number of households selected from the HDDB on a 50/50 basis. This means that each Greenfields sites (and the related projects) with a UISP de-densification component also needs to accommodate a component draw from the HDDB (backyarders)

5.3.2.1 Basic methods for selecting beneficiaries for relocation or remaining in an informal settlement.

The municipality will use one of five methods or some combination of them for identifying households, either for relocation or for remaining in an informal settlement which is targeted for upgrading and where households must be permanently moved:

- a) Selection ordering according to the duration of residence in the informal settlement.
- b) Selection according to ordering by the registration date of households on the municipal HDDB.
- c) Selection of households who are affected by permanent disability
- d) Ordering according to the age of adults in the core of the household
- e) Selection of households according to their relative location to public infrastructure and public facilities planned for informal settlement upgrade

5.3.2.2 Certain methods used where there is difference in level of service between beneficiaries remaining on site and those relocated.

In a relocation situation where there is a significant time difference between when those households remaining on the upgraded site and those being relocated will receive housing opportunities, the municipality will try to use methods (a) and (b) or a combination of them to select households. Households who have been residing for the longest period in the informal settlement or have the earliest registration dates on the HDDB will be selected for the project situation which is most advantageous regarding the delivery of subsidy products available in the project.

The provisions contained in 5.3.2.1 will be applied to both the households relocating and those remaining in situ on the site of informal settlement, depending on the timing of final housing product delivery across all the sites involved.

6 Administrative Process for pre-screening and beneficiary selection

6.1 Tracing household entries on the preliminary beneficiary selection list

The municipality will take measures to notify household entries selected and placed on the preliminary list to approach the municipality to complete subsidy application forms. The following measures will be taken:

- Notifications will be published in the local press.
- Notices which include the name and current residential suburb of non-dependant adults in the household selected on preliminary basis will be posted at municipal offices, local community hall and local library in the catchment area of the project.
- Announcements regarding preliminary selection and the need to complete subsidy application forms will be made at community meetings held in catchment area for the project.
- Two invitation letters or notices (30-days letter and 7-days letter) will be sent/ hand delivered to the entries selected intervals, subject to reply or completion of subsidy application form.

If non-dependant adult members of a selected household do not complete the subsidy application form within six weeks of the second letter (7-days) or final notification being sent, the entry will be removed from the preliminary list and replaced by another HDDB entry according to the same selection mechanisms used to select the original entry.

A similar tracing process will be used to notify approved entries to take occupation of the units following subsidy approval. The time frame (six weeks) to take occupation of units may not apply or may be shortened to a day or 7 days due to the following challenges:

- i. delays of issuing of occupational certificates for ready units.
- ii. vandalism of houses and
- iii. threats of unlawful occupation of units

6.2 Queries about beneficiary selection

During the tracing period, members of the public may query the inclusion (or exclusion) of entries on the preliminary list. Queries can be made at community meetings or to ward committees or councillors. Officials must respond to verbal queries as appropriate.

Queries can also be submitted in writing to the municipality regarding information conveyed in correspondence and notices listed in section 8.1. Responses to written queries will be provided in writing within three weeks of receipt of the query.

All queries and official responses to them should be officially recorded as minutes of meetings or as correspondence.

6.3 Removal of entries from the preliminary list

An entry will only be removed from the preliminary list under four circumstances, subject to authorisation by the Director: Community Services:

- a) If the selected household cannot be located to complete subsidy application forms subject to 8.1.
- b) If a selected household decides to opt out of the project component. The household must indicate this desire in writing to the municipality, and the written request must be acknowledged by the municipality and retained for auditing purposes. A household entry selected for a project component is allowed to opt out of the project before subsidy approval without any penalty, prejudice or favour in future projects (through the normal routine application of selection mechanisms provided for in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).
- c) In the case of selection for medium-density housing component, if the municipality has determined that at least one member of the selected household is unable to access the second floor. To determine whether households should be filtered out, the municipality should conduct a simple questionnaire-based survey of all households selected for the medium-density housing component. When reviewing the survey findings, the municipality must correlate survey responses with any disability disclosed during the registration or updating by the selected households. In addition, the registration form must include a question about the ability of household members ascend and descend two flights of stairs unassisted, and survey results must be correlated against responses provided.
- d) If the values or status claimed by the selected household for the indicators used to select households are proved false or not valid based on objective evidence as defined in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project. Counterclaims made by members of the public must be verified by official documents if used as a reason to remove an entry from the preliminary list. Councillors or representatives of households or beneficiary groups will play no role in determining whether counter claims are valid, and any allegations of falsehood are correct, and removing entries from the preliminary list of beneficiaries. The municipal administration will record in writing the reasons for the removal of any entry from a preliminary list and retain the objective evidence used to justify removal (as indicated in section 8.7(g)).

6.4 Appealing beneficiary selection decisions

Any appeal in relation to a selection decision for ownership-based opportunities within the municipality must be directed to the Municipal Manager in terms of section 62 of the Local Government: Municipal Systems Act, 2000.

Appeals should take the form of a written notice from the member of the public, giving reasons, within 21 days of the date of the notification of the selection decision.

7 Institutional arrangements

The responsibilities laid out below pertain to all project component types, except where indicated.

7.1 Communication of the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project

The municipality will communicate this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project to the citizens of the municipality at least once per year through publishing information in local newspapers and displaying information on the notice boards of public buildings. Each municipal housing office will display information explaining the Policy. This Policy will be available in full on request for reading in all municipal buildings in which the officials of the municipality interact with the public in a face-to-face manner.

The responsibilities of citizens to register and update information will be made clear, especially the responsibility of residents to register on the HDDB and keep their details up to date. The consequences of not fulfilling these responsibilities will be explained.

7.2 Council

The Council is responsible for:

- Adopting and reviewing, by resolution, the municipality's Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.
- Monitoring the implementation of the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project.
- Executive Mayor / Council must endorse households not registered on the HDDB for longer than three years on case-by-case basis with the verifiable evidence. The Executive Mayor or Council must endorse, on a case-by-case basis and with verifiable

evidence, households that have not been registered on the HDDB for more than three years.

- The catchment determination can occur after consultation with the Council / Executive Mayor and Director responsible for human settlements administration

7.3 Municipal Manager

The Municipal Manager is responsible for implementing this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project, promoting understanding of the Policy, encouraging citizens of the municipality to register on the municipal HDDB, providing accurate registration data, and keeping entry details on the database up to date at the request of households. (The promotion of registration will be extended to households living in informal settlements, especially those targeted for upgrading, as soon as practically possible, and to households earning between R3 501 and R22 000/ month).

The consequences for households regarding beneficiary selection of not providing accurate information and not keeping this information up to date will be explained to citizens.

To enable implementation, the Municipal Manager will delegate the required roles and responsibilities in the manner described below.

7.4 Director Community Services responsible for human settlements

The Director Community Services responsible for human settlements has the following roles and responsibilities:

- In every IRDP, FHFP and UISP project planned and delivered by the municipality, determining the project components to be included in the project and relative size of each project component, both non-contribution-based and contribution-based (after receiving recommendations from the housing manager and other officials). In UISP projects, project components and their size must be informed by enumeration exercises.
- Issuing written instructions to the database unit about how the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project will be implemented for each project component.
- Ensuring that the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project is being implemented in each project component by requesting information from the project manager and database unit on how the Housing Selection

Policy for Beneficiaries in Ownership-based Subsidy Project is being applied in each project component and taking necessary corrective steps.

- d) Determining the method for selecting beneficiaries for permanent relocation where required in a UISP project after considering recommendations from the relevant UISP project steering committee and officials, including the housing manager.
- e) Following comments or queries from members of the public, determining whether entries on preliminary beneficiary selection lists should be removed based on recommendation made by the housing manager, authorising such removal of entries, and determining whether preliminary lists entries should be sent to the Department for subsidy approval.
- f) Determining whether a contribution-based project should be designated as “contested” as described in section 5.2.1, and whether geographic targeting is required. If not using catchment areas specified in this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project (as set in Section 4.5 and Map 1), determine the catchment area in each applicable project. This determination can occur after consultation with the Council / Executive Mayor, if deemed necessary by the Director responsible for human settlements.
- g) In a contribution-based project, ensuring that the marketing and beneficiary administration is accessible and sound, and that all applications are treated equally (across the municipality or within the catchment area as applicable according to this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project) and ordered for processing as provided for in 5.2.1.
- h) Officially acknowledging households that have chosen to opt out of a project for which they have been selected by signing off on each opting out application and authorising removal from the preliminary list of selected entries (See 7.3).
- i) Authorising the filtering out of household entries selected for medium density units assessed to have at least one member who cannot access the second floor based on recommendations by the housing manager (See 7.3).
- j) Reporting to the Council on a regular basis on how beneficiary selection broadly occurred within current subsidised human settlement projects i.e., the number of opportunities in the project, the project components the quotas used, the number of opportunities within each quota.

7.5 Manager: Integrated Human Settlements and Development

The Manager: Integrated Human Settlements and Development have the following roles and responsibilities:

- a) Generally ensuring that all processes required for selection in the project component as laid out in the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project take place.
- b) Making recommendations to the executive manager responsible for human settlement on the mix of project components and their sizes which should be applied in each subsidised human settlement project and submitting these recommendations to the executive manager for approval.
- c) Submitting other information about the project to the executive manager on request to enable decision-making.
- d) Establishing a Project Steering Committee (PSC) or so called Social Compact Committee for every project.
- e) Managing the process of addressing queries regarding beneficiary selection and preliminary lists of selected beneficiaries from citizens (refer to section 7.2), where possible by referring queries to the appropriate municipal officials and informing members of the public about the responses. If selected entries need to be removed from the preliminary beneficiary list following comments from the public because the values or status claimed regarding the indicators used to select households are proved false or not valid based on objective evidence, submitting recommendations for removals and providing reasons for such recommended removals to the executive manager responsible for human settlement.
- f) Administering the formal process through which household entries selected for a project apply to opt out of the project in line with section 7.3(a).
- g) Conducting surveys of households selected for medium density units and analysing results as described in section 7.3(c) and recommending to the Director: Community Services as responsible for human settlements the entries that should be filtered out because at least household member cannot access the second floor.
- h) Informing the database unit and Director about subsidy recipients to enable the unit and Director to track the status of entries on the HDDB, including the names of the non-dependent adults in a household, the erf number, and the handover date.

- i) In contribution-based project components, assisting the executive manager responsible for human settlement to ensure that the marketing and beneficiary administration is equitably carried out, is accessible and sound, and that all applications are treated equally (across the municipality or within the catchment area, according to this Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project).
- j) In contribution-based project components, overseeing the process whereby beneficiary administrators submit FHFP application in registration order and, if necessary, overseeing the ordering of applications by date of application for subsidy approval.
- k) In contested project components, ensuring that geographic targeting is carried out correctly, and that only applications of households resident in the targeted catchment area are prioritised as provided for in section 5.2.1(c).
- l) The Office of the Manager: Integrated Human Settlements will undertake a preliminary investigation into cases where beneficiaries are leasing their newly constructed IRDP houses prior to the completion of the transfer process. Subsequent to the preliminary report, Overstrand Municipality Law Enforcement will further investigation in accordance with the provisions of section 40 and 42 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977).

7.6 Project Steering Committee / Social Compact Committee

The Project Steering Committee/ Social Compact Committee will only be consulted on recommendations for how selection within the relocation project will take place. The Director Community Services responsible for human settlements will make the final decision on households selected for relocation.

For relocation project components, the municipality will establish the Steering Committee/ Social Compact Committee by placing an advertisement in the local community newspapers and municipal offices calling on interested parties to be part of the establishment of a Project Steering Committee/ Social Compact Committee. The steering committee/ social compact will be elected at a public meeting called by the municipality and will comprise representatives from the following stakeholders:

- Officials from the municipality, including the housing manager or delegated official.
- Representatives of households' resident in the geographic area to be developed or upgraded by the project.

- Councillors, both proportional representation councillors and ward councillors for the ward/s in which the project will take place.
- Project consultants and contractors.

7.7 Database unit

The Director: Community Services responsible for Human Settlements will establish a separate unit for managing the HDDB, although such a unit may consist of one or more officials who may have other responsibilities in the municipality but may not be project managers. The role of the unit entails:

- a) Processing registration forms from individuals and households for entry onto the HDDB and promoting registration across the municipality.
- b) Updating information provided in HDDB entries on request by households and verifying such information when required for selection (refer to section 3).
- c) The HDDB Verification campaign should be conducted at least once every 2 years or on special request by Municipal Manager. The campaign should address the potential duplications and other anomalies. Any existing applicants on the database that does not participate in this process, their status can be changed from “**Waiting**” to “**Dormant**”.
- d) Storing the information contained on the registration forms securely (electronic filing).
- e) Applying the Housing Selection Policy for Beneficiaries in Ownership-based Subsidy Project to the HDDB to select beneficiaries for the project by order of the manager responsible for human settlements.
- f) Answering formal queries referred by the housing manager in writing about any preliminary beneficiary selection lists and making these answers available to the housing manager (see section 8.5(e)).
- g) Keeping track of the status of entries on the HDDB, including whether and when HDDB entries receive a subsidy, and the location of the subsidy property.
- h) Preserving and filing all preliminary lists of beneficiaries, before and after the removal of entries and subsidy approval process as described in section 7.3 (including the reasons for removing entries from the preliminary lists)

- i) Preserving and filing all written instructions from the Director: Community Services about how entries should be drawn off the HDDDB for a particular project (and project component).
- j) Keeping records of HDDDB households on the preliminary list of beneficiaries who cannot be located to complete subsidy application form or approval process, (and records of subsidy-approved households which cannot be located to take receipt of the subsidy product).

7.8 Contractor or implementing agents

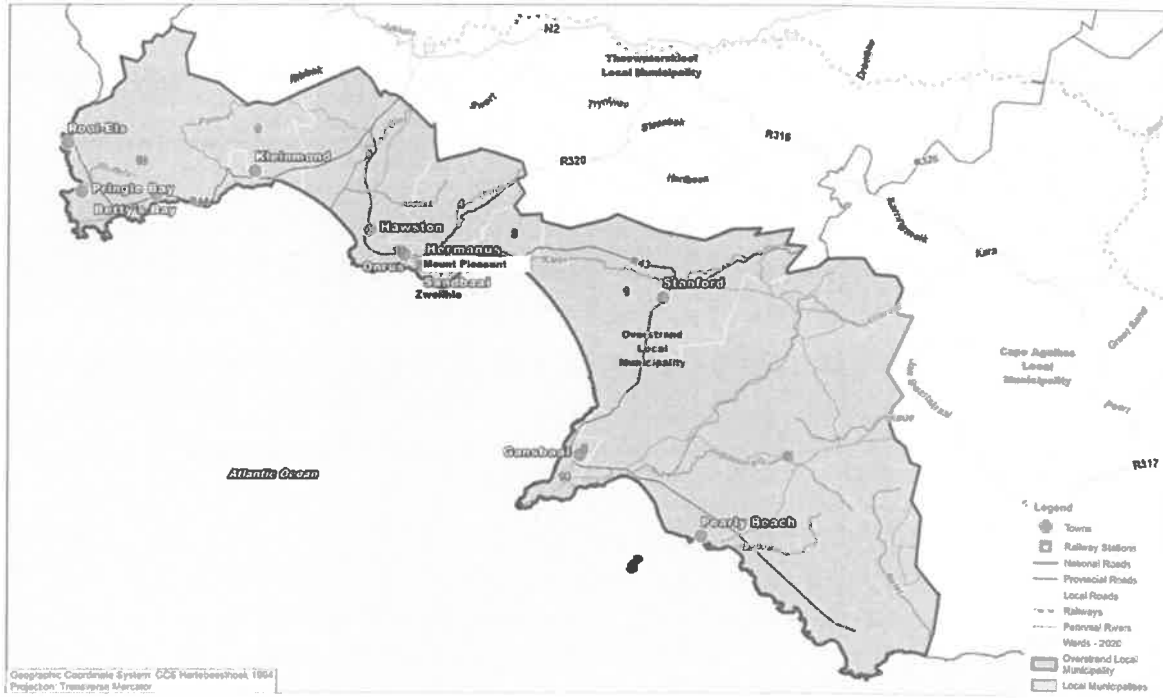
Contractors or implementing agents will play no role in the selection except, at the request of the municipality, to contact individuals or households who have been selected in any primary selection process, or in case of contribution-based project components, to run the beneficiary administration process in close consultation with the municipality

Annexure 1 Project Towns, associated suburbs and settlements, and regional towns

| PROJECT TOWN | REGIONAL TOWN OR NON-REGIONAL TOWN | CATCHMENT AREAS |
|----------------|------------------------------------|--|
| Hermanus | Regional town | Zwelihle; Mount Pleasant, Hermanus, <u>Onrus, and Sandbaai (including surrounding farms)</u> |
| <u>Hawston</u> | <u>Regional town</u> | <u>Hawston; Vermont and Fisherhaven, (including surrounding farms)</u> |
| Gansbaai | Regional town | <i>Masakhane, Pearly Beach, Buffelsjagbaai and Blompark Gansbaai CBD (including surrounding farms)</i> |
| Kleinmond | Regional town | <u>Rooi-Els, Pringle Bay, Bettys Bay, and Kleinmond (including surrounding farms)</u> |
| Stanford | Non-regional town | <i>Stanford (including surrounding farms)</i> |

| | |
|-------------------------|--|
| Policy Sections: | Director: Community Services: <u>Integrated Human Settlements</u> |
| Current update: | <u>28 November 2025</u> |
| Previous review | 26 August 2015 |
| Previous review | 29 April 2015 |
| Approved by Council: | 25 June 2014 |
| Approved by Council: | 29 April 2009 |

OVERSTRAND MUNICIPALITY MAP



7.6**PROPOSED REPLACEMENT OF THE EXTERNAL MEMBER OF THE MUNICIPAL PLANNING TRIBUNAL****R Kuchar****Divisional Manager: Town & Spatial Planning****10 November 2025****(028) 313 8087**

1. Executive Summary

Council, at its meeting held on 25 September 2025, resolved the extension of the term of the current four internal and one external member of the Municipal Planning Tribunal from 8 February 2026 to 7 February 2028, and that the above period may be reconsidered if the review of LUPA, SPLUMA and the Municipal Planning By-Law is effected before 7 February 2028.

This item serves to motivate the replacement of the current external member of the Municipal Planning Tribunal.

2. Service Delivery and Budget Implementation Plan - IGNITE

Planning & Development
Town & Spatial Planning

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
The encouragement of structured community participation, particularly in matters of the Municipality

4. Delegated Authority

None

5. Legal Requirements

Municipal Structures Act, Act 117, 1998
Municipal Systems Act, Act 32, 2000
Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013) (SPLUMA)
Regulations in terms of the Spatial Planning and Land Use Management (Act 16, 2013)
Amendment By-Law on Municipal Land Use Planning, 2020

6. Background/Discussion/Evaluation/Conclusion

Background

The background regarding the decision taken by Council on 25 September 2025 is explained in the item that served before the Mayoral Committee and Council and is attached per Annexure A.

However, after the decision was conveyed to the Western Cape Provincial Administration, they confirmed that they no longer can make Ms. H. Janser available, but to replace her with another official namely Ms. T. de Waal from Western Cape Department of Environmental Affairs and Development Planning.

Discussion

As Ms. T. de Waal is a member of Provincial Administration, she will serve as an external member of the Municipal Planning Tribunal. She is a professional registered Town Planner with ±30 years' experience.

She possesses the relevant qualifications and experience as required by the Spatial Planning and Land Use Municipal Act 2013 section 36.(1).

“A Municipal Planning Tribunal must consist of –

- a) Officials in the full-time service of the municipality; and
- b) Persons appointed by the Municipal Council who are not municipal officials and who have knowledge and experience of spatial planning, land use management and land development or the law related thereto.”

In terms of the required knowledge and experience in Spatial Planning, Ms. T. de Waal currently serves in the Spatial Planning section of the Provincial Administration. Therefore, she satisfies all aspects of requirements, and would it be recommended that she be appointed in Ms. H. Janser's place.

In addition to the above, Council's resolution taken on 28 October 2020 resolved the following under part 5:

- “5. that Ms. H. Janser from the Provincial Department of Environmental Affairs be appointed as Chairperson of the MPT and the Director: Infrastructure & Planning (Mr. S. Müller) as Deputy Chairperson of the MPT.”

As Ms. H. Janser will now be replaced by Ms. T. de Waal, Council needs to amend its previous decision.

It is therefore proposed that Council amend its previous decision by the following:

1. That Mr. S. Müller: Chief Engineer of Infrastructure Services, be appointed as the Chairperson of the Municipal Planning Tribunal and that Ms. T. de Waal be appointed as the Deputy Chairperson for the extended period of 2 years.

Conclusion

It is proposed that the external member of the MPT being Ms. H. Janser, be replaced by Ms. T. de Waal for the extension period of 2 years.

It is further proposed that the Chief Engineer: Infrastructure Services be appointed as chairperson of the MPT and Ms. T. de Waal be appointed as the Deputy Chairperson for the duration of the extended time.

7. Financial Implications

N/A

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

Annexure A: Council decision of 25 September 2025

Annexure B: CV Ms T de Waal (not attached, containing personal information)

RECOMMENDATION TO THE COUNCIL:

1. that Council replaces the external member of the MPT being Ms H Janser with Ms T de Waal for the extension period of 2 years; and
2. that Council's resolution taken on 28 October 2020, point 5, be replaced by the following:
 - that the Chief Engineer: Infrastructure Services be appointed as chairperson of the MPT and Ms T de Waal be appointed as the Deputy Chairperson.

RESPONSIBLE OFFICIAL:

R KUCHAR

TARGET DATE FOR IMPLEMENTATION:

18 DECEMBER 2025

PROPOSED EXTENSION OF TERM FOR MEMBERS OF THE MUNICIPAL PLANNING TRIBUNAL

15/1/3/10/4

R Kuchar **Divisional Manager: Town & Spatial Planning**
3 September 2025

(028) 313 8087**1. Executive Summary**

Council's Special Meeting held on 28 October 2020 resolved to appoint the current members to be represented on the Municipal Planning Tribunal for a period of five (5) years, which commenced on 8 February 2021.

This item serves to motivate the extension of the current term of the members of the Municipal Planning Tribunal for a further two (2) years for reasons discussed in this report.

2. Service Delivery and Budget Implementation Plan - IGNITE

Infrastructure & Planning
 Town Planning / Spatial Development

3. Compliance with Strategic Priority

Provision of democratic, accountable and ethical governance
 The encouragement of structured community participation, particularly in matters of the Municipality

4. Delegated Authority

None

5. Legal Requirements

Municipal Structures Act, Act 117, 1998
 Municipal Systems Act, Act 32, 2000
 Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013)
 (SPLUMA)
 Regulations in terms of the Spatial Planning and Land Use Management (Act 16, 2013)
 Amendment By-Law on Municipal Land Use Planning, 2020

6. Background/Discussion/Evaluation/Conclusion**6.1 Background**

Council at its meeting held on **28 October 2020** resolved the following:

“RESOLVED (SUPPORTED BY 23 COUNCILLORS):

1. that the municipal officials that will serve on the Municipal Planning Tribunal are the Director: Infrastructure and Planning (Mr S Müller), Director: Economic Development & Tourism (Mr S Madikane), Deputy Director : Engineering Services (Mr H Blignaut) and Senior Manager : Strategic Services (Ms R Louw);
2. that Ms H Janser from the Provincial Department of Environmental Affairs and Development Planning be appointed as the external member to the Municipal Planning Tribunal and Ms Dalene Carstens as secondi (as per Annexure C to the item);
3. that the members of the MPT mentioned in 1 and 2 above be appointed for a five-year period starting from 8 February 2021;
4. that the legally prescribed process be followed to include an additional, external, publicly nominated member of the MPT; and
5. that the Ms H Janser from the Provincial Department of Environmental Affairs be appointed as Chairperson of the MPT and the Director: Infrastructure & Planning (Mr S Müller) as Deputy Chairperson of the MPT.”

Council at its meeting held on 29 August 2022, resolved to call for nominations for additional external members. However after the call for nominations no suitable candidates could be appointed and Council at its meeting held on **28 June 2023** resolved the following:

“RESOLVED (SUPPORTED BY 21 COUNCILLORS):

1. *that Council retain the status quo for the remaining period; and*
2. *that, should any interest again be received from the public to serve on the Committee, an Item be submitted to Council to consider a new advert calling for nominations of external members.”*

Council at its meeting held on 31 July 2024 resolved:

“RESOLVED (SUPPORTED BY 25 COUNCILLORS):

1. *that the following Municipal officials be re-affirmed as members of the MPT:*
 - *Chief Engineer - Infrastructure Services – Mr. S. Müller*
 - *Principal Engineer -Civil Infrastructure Planning – Mr. H. Blignaut*
 - *Division Manager - Strategic Support Services – Ms. R. Louw*

2. *that the Director Economic Development and Tourism be replaced by the Director Planning and Development.*
3. *that Ms. H. Janser of Provincial Administration be re-affirmed as member.*
4. *that the above members be affirmed for the remainder of the five year period as prescribed in Council Resolution 28 October 2020."*

Discussion

As the current member's terms will expire on 7 February 2026, Council should consider extending the current member's terms.

In terms of Section 37(1):

"The term of office of members of a Municipal Planning Tribunal is five years or such shorter period as the Municipal Council may determine, provided that a member may not serve as a member for a continuous period of ten years."

Thus as Council at its meeting held on 28 October 2020 resolved to appoint the members of the Municipal Planning Tribunal for a period of five (5) years, which will expire on 7 February 2026. In terms of the Sec 37(1) Council may determine a longer period than five (5) years for members of the Municipal Tribunal, provided that a member may not serve for a continuous period of ten (10) years.

Currently the National Government is reviewing the Spatial Planning and Land Use Act, 2013 (Act no 16 of 2013) together with the regulations. In addition, the Provincial Government, Western Cape is also reviewing the Western Cape Land Use Planning Act, 2014.

Current indications are that the amendment will affect the composition, and prescribed the qualification, and experience of members. The terms of office of members of the Municipal Planning Tribunal may also be amended.

In light of the above, the Planning Department has also commenced with reviewing its Amendment By-law on Municipal Land Use Planning By-law, 2020, to bring it in line with the articulated amendment to SPLUMA and LUPA. However the finalization of the amendment to SPLUMA and LUPA would most likely only be effected in the next year or two.

To prevent disruptions in the functioning of the Municipal Planning Tribunal, it is proposed that the current member's terms be extended to ensure continuity of operations. Once there is clarity on the proposed amendments to SPLUMA, which may impact the future composition of the Tribunal, Council should then invite applications for the appointment of new members to the reconstituted Municipal Planning Tribunal, in accordance with the provisions of LUPA, SPLUMA and the Municipal Planning By-law.

Conclusion

It is proposed that Council retain the current members of the Municipal Planning Tribunal and extend their terms of office for another two (2) years from 8 February 2026 to 7 February 2028.

Furthermore that the period may be shortened if the revision of LUPA, SPLUMA and the Municipal Planning By-law is finalized and proclaimed before the two (2) year lapses.

7. Financial Implications

N/A

8. Staff Implications

None

9. Comments from other Departments, Divisions and Administrations

None

10. Annexures

None

RECOMMENDATION TO COUNCIL:

1. It is recommended that Council extend the terms of the current four (4) internal and one (1) external members of the Municipal Planning Tribunal from 8 February 2026 to 7 February 2028.
2. that the above period may be reconsidered if the review of LUPA, SPLUMA and the Municipal Planning By-law are effected before 7 February 2028.

RESPONSIBLE OFFICIAL: R KUCHAR

TARGET DATE FOR IMPLEMENTATION: 14 October 2025

7.7**MUNICIPALITY TO FUND ICLEI MEMBERSHIP FEES WHICH ENABLES THE MUNICIPALITY TO TAKE AN ACTIVE ROLE IN BOTH SHAPING GLOBAL SUSTAINABILITY AGENDAS AND DELIVERING MEANINGFUL CHANGE LOCALLY****L De Villiers****06 November 2025****Divisional Manager: Environmental Management
and Conservation****(028) 316 5615**

1. Executive Summary

The purpose of this report is to obtain approval from Council to fund ICLEI membership fees.

2. Service Delivery and Budget Implementation Plan - IGNITE

Directorate: Planning and Development
Division: Environmental Management and Conservation

3. Compliance with Strategic Priorities

Provision of democratic, accountable and ethical governance
Provision and maintenance of municipal services
Creation and maintenance of a safe and healthy environment
The encouragement of structured community participation in the matters of the municipality
Promotion of tourism, economic and social development

4. Delegated Authority

None

5. Legal Requirements

None

6. Background/Discussion/Evaluation/Conclusion**Background**

Overstrand Municipality's (OM) Environmental Management and Conservation division received funding from the United Nations Environment Programme (UNEP) under their #GenerationRestoration project. Since 2022, ICLEI has played a pivotal role in advancing OM's work and positioning the Municipality on both national and international platforms. They reached out to the Municipality proactively and have, without requiring any financial

contribution from our side, continuously supported and engaged with our initiatives. Through their network and assistance, we have:

- Been introduced to and successfully secured funding opportunities, most notably the UNEP Generation Restoration Project, which has enabled the Onrus Catchment to Coast (C2C) Project to reach its current level of implementation.
- Benefited from invitations to international webinars, technical assistance, and linkages with potential funders.
- Participated in high-profile advocacy and milestone events, such as the Ramsar COP15 in Zimbabwe and COP16 in Colombia, where our Municipality was given global visibility.

Despite the Municipality not yet being a formal, paying member, ICLEI has continued to engage with and support the Municipality in meaningful ways. Paying membership fees would not only acknowledge and give back for the value we have already received, but also unlock further opportunities, strengthen our global connections, and enhance recognition for the Municipality's commitment to restoration and sustainable resource management.

Discussion

Running from 2023 to 2025, UNEP, in collaboration with the UN Decade on Ecosystem Restoration and ICLEI's Global Biodiversity Centre, is working with 24 cities to address key political, technical, and financial challenges. The project has two key components:

- Advocating for public and private investment in ecosystem restoration and
- Job creation through nature-based solutions and empowering city stakeholders globally to replicate and scale restoration initiatives.

Under this project and collaboration, the Overstrand Municipality was able to strengthen ties with ICLEI– Local Governments for Sustainability, a globally recognised organisation that has, for over three decades, supported local and subnational governments to implement sustainable development through technical assistance, peer exchange, and international advocacy. One of these advocacy milestone events includes the RAMSAR COP15 that was held at Victoria Falls in Zimbabwe from 24 to 27 July 2025, where the Overstrand Municipality, Environmental Management and Conservation division was invited to attend by ICLEI CBC and UNEP with the aim to highlight Overstrand's achievements and experience in restoration efforts to rehabilitate degraded wetlands to improve water retention, reduce flooding, and support biodiversity during a side event as well as provide an opportunity for networking.

Membership in ICLEI represents a formal and strategic commitment to advancing local sustainability, resilience, and climate action, while gaining access to the collective strength and influence of a global network. Becoming a member provides the Overstrand Municipality with formal recognition as a sustainability leader, as well as concrete benefits that support long-term transformation. Benefits of ICLEI membership includes:

- Access to tools and support such as funding opportunities, technical assistance, implementation support for local action plans and skills transfer.
- Knowledge sharing and networking within the global representation.
- Exposure to COPs/international environmental forums.

Another one of these International Environmental forums includes the African Ministerial Conference on the Environment (AMCEN) Breakfast Dialogue on Cities and Climate: Bridging National and Subnational Action which was held at the United Nations Events & Wellness Centre (EWC) in Nairobi, Kenya from the 13 to 15 July 2025. This forum, attended by the Division Manager for Environmental Management and Conservation and the Deputy Mayor, aimed to foster collaboration among urban leaders, national experts, and scientists, positioning cities as key players in the African environment dialogue and contributing to global sustainability agenda.

Through its engagement in these international platforms and partnerships, the Municipality is positioning itself as a proactive Municipality committed to addressing environmental challenges through innovation, partnerships, and sustainable development and may unlock further funding opportunities, which has already been recognised as such by the Assistant Secretary General of United Nations and Deputy Executive Director of the UNEP, Dr Elizabeth Maruma Mrema, at the recent COP15 in Zimbabwe.

7. Financial Implications

The ICLEI membership fee is calculated according to the Municipality's population size and Gross National Income (GNI) per inhabitant. Based on the current estimated population of Overstrand (132,495) and ICLEI's fee formula, the annual membership fee amounts to the ZAR equivalent of USD 750, which is approximately R12 900.00 based on the exchange rate as of 27 October 2025. This amount excludes VAT and may vary depending on the ZAR/USD exchange rate at the time of invoicing. ICLEI offers the option of either an annual invoice or a discounted three-year membership invoice.

Source of Funding eg. Capital/Operating Budget Provisions

| | |
|--------------|------------------|
| Unique Key | : 20241212992653 |
| Cost Account | : 18840222480000 |

| | |
|------------------------------|---|
| Item Description | : Professional Bodies (Membership Fees) |
| Budget Provision 2025/2026 | : R50 000 |
| Spent to Date/Committed | : R0.00 |
| Balance Available | : R50 000 |
| Funds Required *This report) | : R TBC |

8. Staff Implication

No direct staff implications

9. Comments from other Departments, Divisions and Administrations**Executive Mayor: Ald. Annelie Rabie**

As per email communication from Tosca Korver dated 5 April 2024, the then Executive Mayor, Dr Annelie Rabie approved our membership to become a member of the ICLEI.

Municipal Manager: Dr Dean O'Neill – 028 316 8003

As per email communication from Liezl de Villiers dated 24 October 2024, the Municipal Manager, Dr Dean O'Neill approved our membership to become a member of the ICLEI.

Divisional Manager: Town & Spatial Planning, Mr Riaan Kuchar- 8087

A meeting was held on 7 August 2025 with Mr. Kuchar to discuss the ICLEI membership and its benefits to the Overstrand Municipality in whole. A positive outcome was received, and it was advised to write an item to Council for consideration.

10. Annexures

- Annexure A: Contract between OM and UNEP
- Annexure B: Invitation to become a member of ICLEI–Local Governments for Sustainability
- Annexure C: ICLEI Membership Application/fees

RECOMMENDATION TO THE COUNCIL:

that approval **be granted** for the Municipality to fund ICLEI Membership fees. It is a cost-effective, high-impact investment in long-term resilience, innovation, and collaboration — positioning the Overstrand Municipality as a leader in sustainable urban development.

RESPONSIBLE OFFICIAL :

L DE VILLIERS

TARGET DATE FOR IMPLEMENTATION :

1 JANUARY 2026

Umoja Coding Block: SB-022980.01.05.07 / M1-32CPL-000681 / 32CPL / 11264 / 14AC0001

Project Reference: POW 2024-25 Sub-Programme: Nature Action and Finance and Economic Transformation Expected Accomplishment(s): 1A, 2A, 2B, and 2C Output(s): 627.1 Title of the Approved Project: Generation Restoration: Catalyzing a nature-based transformation in Finance, Jobs, and Cities / BP Number: 1300011063 / Grantor Program: GP00007262 / Contract Reference: CCD24-MB7262

Agreement Amount USD: 80,000.00

[SSFA/2024/ 7780]

Small-Scale Funding Agreement

THIS SMALL SCALE FUNDING AGREEMENT (SSFA) and its annexes (this "Agreement") is made Upon signature .

BETWEEN:

United Nations Environment Programme (hereinafter referred to as "UNEP") having its office at P.O. Box 30552-00100, Nairobi, Kenya and represented by its Climate Change Division, an international inter-governmental organisation established by the General Assembly of the United Nations.

AND:

Overstrand Municipality (hereinafter referred to as "Overstrand"), a local government established in terms of the provisions of the Local Government: Municipal Structures Act, 117 of 1998, and represented herein by its Municipal Manager, and having its office at 1 Magnolia Street, Hermanus, 7200.

Based on the SSFA between UNEP and Overstrand Municipality, UNEP agrees to co-operate with Overstrand with respect to the project/programme entitled "Generation Restoration: Catalyzing a nature-based transformation in Finance, Jobs, and Cities" in Overstrand, South Africa. Annexes to this Agreement, including the attached Project Document/Implementation Plan (Annex-A) and Budget (Annex-B) are part of this agreement.

1. Project/Programme objectives to which the small-scale funding contributes:

- In its efforts to accelerate sustainable urban transitions, UNEP has been increasingly looking into the power of nature-based solutions (NbS). After careful evaluation through a Technical Advisory Group comprising global experts and organizations, UNEP selected Overstrand in South Africa as one of the pilot cities for the Generation Restoration project in September 2023. The proposal from Overstrand focused on river catchment restoration through NbS. Due to its mandate, technical expertise, and local partner network, UNEP has selected the Overstrand Municipality (Overstrand) as the implementer for the Generation Restoration pilot project in Overstrand. The Municipality has the mandate to undertake research and outreach activities. Through this agreement, UNEP and Overstrand will collaborate to deliver on the second component of the Generation Restoration project, which aims at empowering and inspiring city stakeholders (governments; private sector, CBOs/NGOs at all levels) to replicate and upscale urban ecosystem restoration initiatives. Specifically, UNEP and Overstrand will work together to develop a strategy to restore the ecosystem functioning of the entire Onrus catchment corridor, including through ecosystem restoration, to enhance the preparedness and capacity of the municipality to mitigate against future climate change impacts on biodiversity, economy, and society and provide a guideline to replicate this strategy in the Overberg district.

2. Activity or activities to be carried out with the support of the small-scale funding:

Activity 1: Develop a strategy that will improve the ecosystem functioning of the entire Onrus Catchment corridor, including through ecosystem restoration, to enhance the preparedness and capacity of the Municipality to mitigate against future climate change impacts on biodiversity, economy, and society, and

provide a guideline to replicate this strategy in the Overberg District.

| | |
|-------------------------|-----------------|
| Start Date/Event | Due Date |
| Upon Signature | 31 August 2025 |

3. Expected results/outputs to be achieved:

- Sub-activity 1.1: Develop a selected situation assessment on the entire Onrus Catchment from the mountain to the sea. Activity 1.1.1: Conduct an information session with local role players and stakeholders, including, local communities, the private sector, and potential investors, to discuss the Onrus #GenerationRestoration Project. Activity 1.1.2: Undertake a detailed assessment (based mostly on available information including recent remote sensing data) of the extent and intensity of invasion by alien plants, and of levels of transformation and land degradation in the Onrus catchment. Activity 1.1.3: Quantify as far as possible, historical changes in surface water flow and groundwater resources across the Onrus catchment focusing specifically on groundwater contribution to surface flow and maintenance of ecosystem health (wetlands, river, and estuary), inflows to the De Bos Dam, outflows from the dam (including environmental flow releases), and inflows to the estuary; and identify key drivers of any identified changes in streamflow and groundwater resources across the catchment as well as potential solutions to reverse degradation in the catchment. Activity 1.1.4: Undertake necessary field surveys and analytical research to assess the current state of health/condition of all major aquatic ecosystems in the Onrus catchment including the Onrus River and its main tributaries, key wetlands, and the Onrus estuary; and the capacity of these aquatic habitats to deliver ecosystem goods and services. Activity 1.1.5: Conduct an information session with various local stakeholders to discuss the Situation Assessment Report. Sub-activity 1.2: Identify an appropriate suite of management interventions (based on findings of the situation assessment & stakeholder engagements) for rehabilitation of key aquatic ecosystems in the Onrus catchment and a mechanism to fund these interventions. Activity 1.2.1: Identify key drivers of habitat degradation and loss of -ecosystem services from key aquatic ecosystems in the Onrus catchment along with a suite of management interventions required to reverse degradation and enhance the delivery of ecosystem goods and services. Activity 1.2.2: Identify a funding model and potential sources of funding to support the implementation of the activities identified in the Assessment report. Sub-activity 1.3: Development of processes complying with requirements that will enable less cumbersome, environmental legislative processes that hamper the implementation of urgent interventions. Activity 1.3.1. Conduct an information session with various local stakeholders to discuss the management interventions included in the MMP. Activity 1.3.2. Prepare a combined Maintenance Management Plan for the Onrus wetland and estuary and secure the authorization from DWS and DEADP to facilitate the implementation of key actions (e.g. dredging) required to address critical issues affecting the Onrus wetland and estuary. The submission of the MMP to the Provincial Government will include a formal public participation process. Sub-activity 1.4: Facilitate the sharing of lessons learned and replication of the Catchment to Coast Model in the Overberg District. Activity 1.4.1 Drafting of a guideline document that will enable other cities and towns to replicate the C2C ecosystem restoration approach in their natural corridors. Activity 1.4.2 Presentation of the guideline document to Interested and Affected Parties, members of the community, Government Organisations, and Environmental NGOs. Activity 1.4.3 Awareness campaign to present identified problems, solutions, and benefits to communities and the general public, and gain their support.

4. Starting and ending dates for implementation of the activities:

Upon signature - 31 August 2025

5. UNEP shall provide Overstrand with funds up to a maximum amount of US\$ **80,000.00**. The resources provided by UNEP will only be used by Overstrand in pursuit of the project/programme objectives and for the activities to achieve the results as agreed to in 1 – 3 above. Funds will be made available in 3 installment(s) as indicated below and upon receipt of a payment request in *US Dollar* , as follows:

| Schedule of Payments | Amount |
|--|---------------|
| As soon as possible but not sooner than 21 days after the date of countersignature of the agreement. | USD 40,000.00 |



| | |
|---|---------------|
| No sooner than 21 working days after UNEP's acceptance of satisfactory interim certified progress report which shows at least 70% of the previous payment having been disbursed, for implementation until 31 December 2024. | USD 28,000.00 |
| No sooner than 21 working days after UNEP's acceptance of satisfactory final expenditure report, substantive report, and all deliverables as per Annex until 31 August 2025. | USD 12,000.00 |

The funds shall be deposited in:

Bank Name and Address

ABSA
Block B, De Wagenweg Office Park, Stellantia Road,
Stellenbosch, Western Cape, 7600, South Africa

Wire Instructions

Swift Code: ABSAZAJJ

Account Title and Number

Overstrand Municipality
3220000035

Signatories

Dr Dean O'Neill,
Municipal Manager,
Email: mm@overstrand.gov.za

6. Within 1 month(s) upon expiry of this Agreement, Overstrand shall refund to UNEP any unspent balance of the above funds.

7. UNEP and Overstrand will cooperate to monitor the progress of this project/programme. Overstrand shall submit to UNEP, substantive progress reports; financial reports and a final report at or near the given dates below:

| Reports | Date |
|-----------------------------|-------------------|
| 1st Interim Finance Report | 15 January 2025 |
| 1st Interim Progress Report | 15 January 2025 |
| 2nd Interim Finance Report | 15 July 2025 |
| 2nd Interim Progress Report | 15 July 2025 |
| Final Finance Report | 15 September 2025 |
| Final Progress Report | 15 September 2025 |

8.a. Overstrand shall submit financial statements on the use of funds provided, as per UNEP's required format and within the agreed timeframe.

8.b. Overstrand shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNEP under this Agreement, to ensure that all expenditures are in conformity with the provisions of this Agreements and its annexes thereto.

8.c. Upon completion of the Project/or Termination of this Agreement, Overstrand shall maintain the records for a period of at least 3 years unless otherwise agreed upon between the Parties.

8.d. UNEP has the right, at its own expense, to have the records of Overstrand related to this cooperation reviewed and audited.

9.a. Overstrand shall consult with UNEP regarding the Intellectual Property Rights as appropriate.

9.b. Overstrand shall only use the UNEP name, logo and emblem in connection with the Project/Programme with the prior written consent of UNEP.

9.c. In no event will authorization of the UNEP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

10. This agreement can only be changed through an agreed modification in writing.

11. Either party may terminate this Agreement upon serving a written notice to the other party at least 1 month(s) prior to such termination.

12. Overstrand shall comply with all the above mentioned provisions and agrees that UNEP reserves the right to withhold any payment due to Overstrand's non-compliance with any of the provisions mentioned hereinabove.

13. Any dispute arising out of or in connection with this Agreement shall be settled amicably between UNEP and Overstrand. Should attempts at amicable negotiation fail, any such dispute shall, upon request by either party, be referred to arbitration in accordance with the UNCITRAL arbitration rules. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

14. This Agreement shall enter into force upon signature by the Parties being effective from the date of the latest signature, and shall remain valid for a period of **3 months**, after the end date specified in clause 4 unless terminated earlier pursuant to clause 11 above.

15. The Parties shall carry out their respective responsibilities in accordance with the provisions of the Agreement. The Parties shall determine and communicate to each other their respective focal points, having the responsibility for the Project implementation on its behalf.

16.a. Overstrand shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

16.b. Overstrand shall be considered as having the legal status of an independent contractor. Personnel of Overstrand, its contractors or anyone else working for Overstrand in the execution of the Project or otherwise, are not employees of UNEP and are not covered by the privileges and immunities applying to UNEP and its staff pursuant to the Convention on the Privileges and Immunities of the United Nations. UNEP shall not accept any liability for claims arising out of the activities performed under the Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by Overstrand's Personnel as a result of their work pertaining to the activities under this Agreement.

16.c. Overstrand shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives and results of the Project, and that decisions on employment related to the Project shall be free of discrimination of any nature. Overstrand shall ensure that all personnel are free from any conflicts of interest relating to the Project activities.

17.a. Overstrand shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to UNEP.

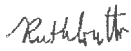
17.b. Overstrand shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNEP.

18. Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNEP.

19. This Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

For the United Nations Environment Programme

For Overstrand Municipality



Digitally signed by Ruth Zugman
Do Coutto
Date: 2024-08-09 15:57:04



By: Ruth Zugman Do Coutto

By: Dean O'Neill

Title: Chief, Mitigation Branch

Title: Municipal Manager

Date:

Date: 13/08/2024

ANNEX A: final_annex - overstrand_1718956457 (1)

ANNEX B:

Additional Annexes :

Danielle Smith

From: Tosca Korver
Sent: Friday, 05 April 2024 14:42
To: Liezl de Villiers
Cc: Danielle Smith; Marietjie Harmse; Dean O'Neill; Clinton Lerm; Stephen Muller
Subject: RE: Invitation to become an ICLEI Member | Overstrand Local Municipality

Dear Liezl,

Executive Mayor has now worked through the very high stack of paperwork on her desk, and she is very excited with this opportunity.

She is very happy and honoured that Overstrand Municipality was invited to join. She is in total agreement.

Kind regards

Tosca Korver
 PA: Mayor's office
 Overstrand Municipality

T: +27 (0) 28 313 8058
 E: akorver@overstrand.gov.za



From: Liezl de Villiers <ldevilliers@overstrand.gov.za>
Sent: Wednesday, April 3, 2024 9:26 AM
To: Tosca Korver <akorver@overstrand.gov.za>
Cc: Danielle Smith <AssistPMSP@overstrand.gov.za>; Marietjie Harmse <mharmse@overstrand.gov.za>; Dean O'Neill <mm@overstrand.gov.za>; Clinton Lerm <clerm@overstrand.gov.za>; Stephen Muller <smuller@overstrand.gov.za>
Subject: RE: Invitation to become an ICLEI Member | Overstrand Local Municipality

Dear Tosca
 Any feedback please.

Liezl de Villiers
 Senior Environmental Manager: Environmental Management Section
 Overstrand Municipality
 M: +27 (0) 82 735 8910 | T: +27 (0) 28 316 5615 | E: ldevilliers@overstrand.gov.za

“WE CANNOT TURN BACK TIME BUT WE CAN BE THE GENERATION THAT MAKES PEACE WITH NATURE”

From: Liezl de Villiers
Sent: Wednesday, March 27, 2024 3:53 PM
To: Tosca Korver <akorver@overstrand.gov.za>; Dean O'Neill <mm@overstrand.gov.za>; Clinton Lerm <clerm@overstrand.gov.za>; Stephen Muller <smuller@overstrand.gov.za>
Cc: Danielle Smith <AssistPMSP@overstrand.gov.za>; Marietjie Harmse <mharmse@overstrand.gov.za>
Subject: RE: Invitation to become an ICLEI Member | Overstrand Local Municipality

Dear Tosca
 Thank you.
 Kind Regards,

Liezl de Villiers
 Senior Environmental Manager: Environmental Management Section
 Overstrand Municipality
 M: +27 (0) 82 735 8910 | T: +27 (0) 28 316 5615 | E: ldevilliers@overstrand.gov.za

“WE CANNOT TURN BACK TIME BUT WE CAN BE THE GENERATION THAT MAKES PEACE WITH NATURE”

From: Tosca Korver <akorver@overstrand.gov.za>
Sent: Wednesday, March 27, 2024 12:38 PM
To: Liezl de Villiers <ldevilliers@overstrand.gov.za>; Dean O'Neill <mm@overstrand.gov.za>; Clinton Lerm <clerm@overstrand.gov.za>; Stephen Muller <smuller@overstrand.gov.za>
Cc: Danielle Smith <AssistPMSP@overstrand.gov.za>; Marietjie Harmse <mharmse@overstrand.gov.za>
Subject: RE: Invitation to become an ICLEI Member | Overstrand Local Municipality

Hello Liezl,

I placed this on her desk on 13 March.

It is budget time, and this is taking up most of her time I believe. I will remind her again.
 I have copied Marietjie into this mail, for attention of Dir Muller.

Kind regards

Tosca Korver
 PA: Mayor's office
 Overstrand Municipality

T: +27 (0) 28 313 8058
 E: akorver@overstrand.gov.za



From: Liezl de Villiers <ldevilliers@overstrand.gov.za>
Sent: Wednesday, March 27, 2024 12:30 PM
To: Tosca Korver <akorver@overstrand.gov.za>; Dean O'Neill <mm@overstrand.gov.za>; Clinton Lerm <clerm@overstrand.gov.za>; Stephen Muller <smuller@overstrand.gov.za>

Cc: Danielle Smith <AssistPMSP@overstrand.gov.za>
Subject: FW: Invitation to become an ICLEI Member | Overstrand Local Municipality
Importance: High

Dear Tosca and all

We have had another follow-up from ICLEI on this request. Has there been any reply from the Mayor as yet? ICLEI is giving the Municipality over R1.5million funding to implement a project in the entire Onrus River to restore the river system in order to mitigate against the impacts of Climate Change. We would like to accept the funding and discuss the project with Mr Lerm, the MM and Stephen but unfortunately have not had any reply from their emails as yet.

Your reply to this email will be much appreciated.

Liezl de Villiers
 Senior Environmental Manager: Environmental Management Section
 Overstrand Municipality
 M: +27 (0) 82 735 8910 | T: +27 (0) 28 316 5615 | E: ldevilliers@overstrand.gov.za

“WE CANNOT TURN BACK TIME BUT WE CAN BE THE GENERATION THAT MAKES PEACE WITH NATURE”

From: Danielle Smith <AssistPMSP@overstrand.gov.za>
Sent: Wednesday, March 27, 2024 8:24 AM
To: Liezl de Villiers <ldevilliers@overstrand.gov.za>
Cc: Mlondolozzi Sandi <enviroadmin@overstrand.gov.za>
Subject: FW: Invitation to become an ICLEI Member | Overstrand Local Municipality
Importance: High

Morning Liezl,

Kindly find attached letter as requested.

Kind regards,

Danielle Smith
 Assistant Project Manager: Special Projects
 Environmental Management Section
 Overstrand Municipality
 T: +27 (0) 28 316 5604 | F: +27 (0) 28 316 4953
 E: AssistPMSP@overstrand.gov.za

From: Liezl de Villiers <ldevilliers@overstrand.gov.za>
Sent: Tuesday, March 12, 2024 12:12 PM
To: Danielle Smith <AssistPMSP@overstrand.gov.za>
Subject: FW: Invitation to become an ICLEI Member | Overstrand Local Municipality

FYI

Kind Regards

Mlondolozzi Gift Sandi
 Secretary
 Environmental Management Section
 Overstrand Municipality
 T: +27 (0) 28 316 5610 | F: +27 (0) 28 316 4953
 E: enviroadmin@overstrand.gov.za

From: ICLEI Africa Membership <membership.africa@iclei.org>
Sent: Tuesday, March 12, 2024 9:46 AM

To: Annelie Rabie <annelierabie@overstrand.gov.za>; Liezl de Villiers <idevilliers@overstrand.gov.za>
Cc: Ernita van Wyk <ernita.van.wyk@iclei.org>; Ursula Wellmann <ursula.wellmann@iclei.org>; Dean O'Neill <mm@overstrand.gov.za>

Subject: Invitation to become an ICLEI Member | Overstrand Local Municipality

Dear Liezl,

Warm greetings from ICLEI Africa! I received your contact details from my colleague, Dr Ernita van Wyk.

Please find attached a letter of invitation for the Honourable Executive Mayor from our Regional Director, Ms Kobie Brand, inviting Overstrand Local Municipality to become a member of ICLEI – Local Governments for Sustainability. Would it be possible to bring this to her attention please?

We would be honoured to welcome Overstrand as our newest African ICLEI member and in this regard, we would appreciate a time and date for a virtual introductory call with the Executive Mayor and her senior team to chat about this. Please do let us know when would be convenient?

Looking forward to hearing from you.

Kind regards,

Marina Reyskens Lutz

Membership Office - Bureau des Adhésions - Escritório das Adesões

ICLEI - Local Governments for Sustainability • Africa Secretariat •

Unit 1, 2nd Floor, South Tower, Sable Park, 14 Bridge Boulevard, Century City, 7441

Reception: +27 21 202 0381 •

Tel: [+27 21 202 0393](tel:+27212020393) • Email: membership.africa@iclei.org •

www.africa.iclei.org • [ICLEI Africa Web](#) | [Twitter](#) | [Youtube](#) •





ICLEI Membership Application

Contact information

1. The Member

Provide the following information about your local/subnational government or association:

| | |
|--|------------------------------------|
| Official name | Overstrand Municipality |
| Official name (in English) | Overstrand Municipality |
| State/Province | Western Cape |
| Country | South Africa |
| Population (local government) | 132 495 (Census 2022) |
| Local/subnational government or association budget (US dollars)/year | R1,8 million = \$96 714 US Dollars |
| Territory size | 1708 square kilometer |
| Website | www.overstrand.gov.za |

2. The local/subnational government or association leader

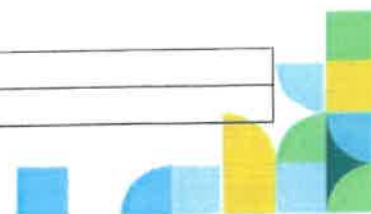
Provide the name of the head of your local/subnational government (Mayor, Governor, President of the Council, etc.) or association and the respective contact details.

| | | | |
|---------------------------------|-------------------------|----------------|--------------|
| First name | Archie | | |
| Surname | Klaas | | |
| Title (e.g. Dr) | Cllr | | |
| Gender (male/female) | Male | | |
| Function (e.g. Mayor, Governor) | Mayor | | |
| Street Address | 2 Magnolia Street | | |
| City | Hermanus | Province/State | Western Cape |
| Postal Code of the city | 7200 | Country | South Africa |
| Phone (Head's Office) | 028-313 8058 | Mobile phone | 081 544 8429 |
| Email (Head's Office) | mayor@overstrand.gov.za | | |
| Date Last Elected | 12 May 2025 | | |
| Length of term | 10 day's | | |

3. The Political contact

Designate a Councillor or other political leader in your local/subnational government or association to serve as your political contact for ICLEI Africa. Ideally this person should have a portfolio or interest in sustainable development.

| | |
|------------|--------|
| First name | Archie |
| Surname | Klaas |





| | | | |
|---|-------------------------|----------------|--------------|
| Title (e.g. Dr) | Cllr | | |
| Department | Mayor's office | | |
| Gender (male/female) | Male | | |
| Function (e.g. Commissioner of the Environment) | Mayor | | |
| Street address | 2 Magnolia Street | | |
| City | Hermanus | Province/State | Western Cape |
| Postal code of the city | 7200 | Country | South Africa |
| Phone | 028-313 8058 | Mobile phone | 081 544 8429 |
| Email | mayor@overstrand.gov.za | | |
| Date last elected | 12 May 2025 | | |
| Length of term | 10 day's | | |

4. The Staff contact (Liaison to ICLEI Africa)

Please designate a staff person in your local/subnational government or association to serve as your primary contact for ICLEI Africa. This person should have good overview of sustainable development activities in your local/subnational government or association, should have a coordinating function in the field of sustainable development, as well as contact with the appropriate political representatives for decision-making and be a long-term local/subnational government or association employee.

| | | | |
|-------------------------|---|----------------|--------------|
| First name | Liezi | | |
| Surname | De Villiers | | |
| Title (e.g. Dr) | Ms | | |
| Department | Environmental Management and Conservation | | |
| Gender (male/female) | Female | | |
| Function | Divisional Manager | | |
| Street address | c/o Molteno and Viljoen street | | |
| City | Onrus | Province/State | Western Cape |
| Postal code of the city | 7200 | Country | South Africa |
| Phone | 028-316 5610 | Mobile phone | 082 735 8910 |
| Email | ldevilliers@overstrand.gov.za | | |

5. Media contact

Please provide contact details for the media relations person in your local/subnational government or association:

| | |
|-----------------------------|----------------------------|
| First name of media contact | Riana |
| Surname of media contact | Steenekamp |
| Title (e.g. Dr) | Ms |
| Department | Strategic Support Services |
| Gender (male/female) | Female |



| | | | |
|-------------------------|--|----------------|--------------|
| Function | Assistant Media & Social Media Liaison Officer | | |
| Street address | 2 Magnolia Street | | |
| City | Hermanus | Province/State | Western Cape |
| Postal code of the city | 7200 | Country | South Africa |
| Phone | 028-313 8043 | Mobile phone | 079 495 2876 |
| Email | rsteenekamp@overstrand.gov.za | | |

On behalf of the aforementioned local/subnational government or association, I hereby submit this application to become an ICLEI Member and support its mission and principles.

Date: 26/05/2025

Signature:

Please send your filled in application to membership.africa@iclei.org

After receiving your application our Membership team will contact you regarding the membership fee. Your local/subnational government or association will be considered an ICLEI Member after the application is processed and the fee is transferred.

ICLEI Membership Application

Additional information

1. Your expectations

How, in general, could ICLEI best help your local/subnational government or association in terms of sustainable development?

Access to: funding opportunities, technical assistance, international relations, guidance,

skills transfer, exposure to COPs/international environmental forums.

2. Current ICLEI initiatives the local/subnational government or association would like to join

ICLEI has a number of initiatives already running and available for Members to join, free of charge. Please indicate those you would like to be interested in joining:

- CitiesWithNature
- RegionsWithNature
- Covenant of Mayors in Sub-Saharan Africa (CoM SSA)

- Cities Race to Resilience
- Cities Race to Zero
- CITYFOOD Network
- African Mobility Month



More information is also available on our various websites.

CitiesWithNature

[CitiesWithNature](#) is a unique partnership initiative that provides a platform to connect a global community of cities, partner organisations and experts taking action for nature.

Why join CitiesWithNature?

CitiesWithNature provides the recognised platform for cities to commit to taking action for nature, and track progress towards achieving biodiversity and ecosystem restoration goals and targets, as well as learn from each other, and access guides, tools and resources.

RegionsWithNature

[RegionsWithNature](#) is a partnership initiative co-developed by leading international organisations to support regional and subnational government officials and other stakeholders to enhance ecosystem restoration, biodiversity conservation and nature-based solutions in their regions.

Why join RegionsWithNature?

RegionsWithNature provides the recognised platform where subnational and regional governments such as states, provinces, domains, and territories can connect with regional and subnational leaders and their partners from around the world, access tools and resources, and share regional commitments to achieving global biodiversity and ecosystem restoration goals.

Covenant of Mayors in Sub-Saharan Africa (CoM SSA)

[CoM SSA](#) is the regional arm of the Global Covenant of Mayors for Climate and Energy (GCoM). ICLEI Africa hosts the CoM SSA Secretariat.

Why join CoM SSA?

CoM SSA provides practical support, technical assistance and access to partnerships in developing sustainable energy access and climate action plans (SEACAPs) to unlock climate finance and to accelerate climate action.

Cities Race to Resilience

The [Cities Race to Resilience](#) campaign aims to catalyse a step-change in global ambition for climate resilience, aiming to strengthen the resilience of 4 billion people in vulnerable communities by the year 2030.

Why join Cities Race to Resilience?

Joining the Cities Race to Resilience automatically qualifies your city to be a part of the Race to Resilience, ensuring formal recognition for your efforts by the UNFCCC, as well as joining and shaping a global movement capable of changing the world.



Cities Race to Zero

The [Race to Zero](#) is a global campaign to rally leadership and support from businesses, cities, regions and investors for a healthy, resilient, zero carbon transition that prevents future threats, creates decent jobs, and unlocks inclusive, sustainable growth.

Why join Cities Race to Zero?

Your city will benefit from visibility at the COPs as a member of Race to Zero and formal recognition for your efforts by the COP27 Presidency and High-Level Climate Champions, as well as access to a range of tools and resources to quickly identify the type, scale and pace of action needed.

CITYFOOD Network

The [CITYFOOD Network](#) is a global network for subnational governments to develop a strategic approach to their city-region food systems.

Why join CITYFOOD Network?

By joining, your city can become part of networking and training opportunities, as well as receive policy guidance and technical expertise to create or improve your municipality's urban food system.

African Mobility Month

[African Mobility Month](#) aims to mobilise a strong collective effort and build momentum for shifting mobility paradigms in African cities. It brings together urban mobility actors, climate activists, community organisations, decision-makers and citizens who are passionate about developing mobility systems that sufficiently support the needs of all urban citizens while also reducing our cities' environmental impacts.

Why join African Mobility Month?

African Mobility Month is a platform that provides the space to share knowledge, experiences and resources, as well as coordinate events and activities such as car-free days and open streets to celebrate the importance of urban mobility for liveable, connected cities.



3. Membership fees

ICLEI's annual membership fee increases by 5% each year, in line with inflation. When applying now for a 3-year or 5-year membership with ICLEI, we offer a discounted rate that does not take into account the annual increase (see comparative table in US dollars below):

| | Total contribution, paying annually for 3 years | 3-year package at a reduced rate | Total contribution, paying annually for 5 years | 5-year package at a reduced rate |
|--------------------------------|---|----------------------------------|---|----------------------------------|
| Annual membership fee in 2024* | | | | |
| USD750 | USD2,370 | USD2,250 | USD4,180 | USD3,750 |
| USD1,500 | USD4,740 | USD4,500 | USD8,330 | USD7,500 |
| USD3,000 | USD9,460 | USD9,000 | USD16,590 | USD15,000 |
| USD5,000 | USD15,763 | USD15,000 | USD27,630 | USD25,000 |

*Calculated according to local population and GNI/inhabitant

I agree to benefit from the reduced rate presented above by requesting the following Membership Package (please mark your answer):

- 3-year package
 5-year package
 Annual payment (no reduced rate)

ICLEI Africa Secretariat
 ICLEI – Local Governments for Sustainability
 PO Box 5319
 Tygervalley 7536
 Cape Town, South Africa
 Deputy Secretary General & Regional Director: Kobie Brand
 Non-profit company reg. no: 2002/007758/08
 PBO no: 930 032 155

7.8 APPOINTMENT OF AN ACTING CHIEF FINANCIAL OFFICER

This item is distributed under separate cover.

In terms of Section 20(1) of the Local Government: Municipal Systems Act, No 32 of 2000, read with Rule 17 of the Overstrand Municipality's By-law on Rules of Order for Internal Arrangements, this item must be considered "in committee".

8. URGENT MATTERS SUBMITTED BY THE MUNICIPAL MANAGER (IF ANY)

9. CONSIDERATION OF NOTICES OF MOTIONS / QUESTIONS

At the time of the closing of the agenda, no notices of motions/questions were received.

10. CONSIDERATION OF MOTIONS OF EXIGENCY (IF ANY)