

# KwaZulu-Natal Province KwaZulu-Natal Provinsie Isifundazwe saKwaZulu-Natali

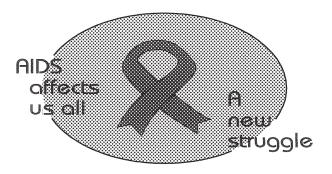
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**PIETERMARITZBURG** 

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DEPARTMENT OF HEALTH

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#### GENERAL NOTICES • ALGEMENE KENNISGEWINGS

#### **GENERAL NOTICE 31 OF 2022**



# Jozini Local Municipality

Jozini Circle Street Bottom Town 3969 Tel. No (035) 572 1292

Email: municipalmanager@jozini.gov.za

Private Bag Xo28 Jozini 3969

Fax No, (035) 572 1266 Website: www.jozini.gov.za

# PUBLIC NOTICE CALLING FOR INSPECTION OF THE SUPPLEMENTARY VALUATION ROLL AND LODGING OF OBJECTIONS

Notice is hereby given in terms of Section 49(1)(a)(i) of the Local Government Municipal Property Rates Act 2004 (Act no 6 of 2004) as amended by the Local Government: Municipal Property Rates Amendment Act 29 of 2014 hereinafter referred to as the "Act" that the second Supplementary Valuation Roll prepared in terms of Section 78 of the Act for the General Valuation Roll for the financial years 1 JULY 2019 TO 30 JUNE 2024 is open for public inspection at the JOZINI MUNICIPAL OFFICES, INGWAVUMA MUNICIPAL OFFICES AND THE MKUZE TRAFFIC OFFICES FROM 07 APRIL 2022 TO 16 MAY 2022. In addition, the Supplementary Valuation Roll is available at the municipal website: www.jozini.gov.za

#### The **CLOSING DATE FOR OBJECTIONS** is **MONDAY 16 MAY 2022**.

An invitation is hereby made in terms of Section 49(1)(a)(ii) of the Act that any owner of property or other person who desires should lodge an objection with the Municipal Manager in respect of any matter reflected in, or omitted from the Supplementary valuation roll within the abovementioned period.

Attention is specifically drawn to the fact that in terms of Section 50(2) of the Act an objection must be in relation to a specific individual property and not against the Supplementary valuation roll as such.

The relevant forms for lodging of an objection are obtainable at the following address: JOZINI MUNICIPAL OFFICE (MAIN OFFICE) situated in Circle Street, Bottom Town, Jozini.

The completed forms must be returned within the time period specified above either posted or hand delivered to the following address Private Bag x028, Jozini, 3969 or hand delivered to JOZINI MUNICIPAL OFFICE (MAIN OFFICE) situated in Circle Street, Bottom Town, Jozini.

For enquiries please contact the Assistant Revenue Manager: Mrs Ntombi Dube on 035 572 1292 during office hours and email address on nmgumede@jozini.gov.za or alternatively Finance Manager: Mr Vusi Gumede on 035 572 1292 during office hours or email address <a href="mailto:vgumede@jozini.gov.za">vgumede@jozini.gov.za</a>.

Mr. J.A Mngomezulu Municipal Manager

#### **GENERAL NOTICE 32 OF 2022**

#### **ROAD TRAFFIC MANAGEMENT CORPORATION ACT**

# NOTICE OF AGREEMENT BETWEEN CHIEF EXECUTIVE OFFICER OF ROAD TRAFFIC MANAGEMENT CORPORATION AND VARIOUS PROVINCES

The Road Traffic Management Corporation hereby and in terms of Section 31(2) of Road Traffic Management Act, 1999 (Act No. 20 of 1999), gives Notice that the Chief Executive Officer of the Road Traffic Management Corporation has entered into agreements in the Schedule hereto with the respective Provincial Departments to perform the functions as stipulated in the agreement, functions so allocated to the Members of the Executive Council in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996), or any other law relating to road traffic, on behalf of the Members of the Executive Council.

Adv MS Msibi

**Chief Executive Officer** 

Date: 6/04/20



#### ONLINE SERVICES MEMORANDUM OF UNDERSTANDING

entered into by and between

#### THE ROAD TRAFFIC MANAGEMENT CORPORATION

and

**KWAZULU-NATAL DEPARTMENT OF TRANSPORT** 

#### **PREAMBLE**

WHEREAS, the Province is responsible for the testing, registration and licensing of motor vehicles in terms of the National Road Traffic Act (NRTA) and Regulations and Section 4 of the NRTA provides that the registration and licensing system of motor vehicles for each province shall be as prescribed and the Member of the Executive Council (MEC), as per the provisions of the NRTA, may prescribe baseline fees and penalties payable to the Province when a motor vehicle license is renewed;

WHEREAS Regulation 25A(1) of the Regulations provides that if a MEC concerned deems it expedient, he or she may allow for the licensing of a motor vehicle by the owner thereof through a bank's Automatic Teller Machine (ATM) or other form of electronic means;

WHEREAS the Road Traffic Management Corporation (RTMC), as the owner of the National Traffic Information System (NaTIS), has developed certain online functionalities, which functionalities includes amongst others the issuance and delivery of a motor vehicle licence disc issued online, online registration of a motor vehicle by the title holder, online notification of change of ownership by the current title holder, online booking for a learner's or driving licence test and online booking for the renewal and delivery of credit card format driving licence;

WHEREAS the COVID-19 outbreak of the pandemic led to the declaration of the lockdown and Risk Adjusted Strategy regulating and minimising movement and simultaneously promoting E-commerce platforms, with Health and Safety Protocols.

WHEREAS the Province desires the RTMC to render online motor vehicle license renewal services and collect, subject to the provisions if this Agreement, all motor vehicle license fee renewal payments and if applicable penalties, made by Motor Vehicle Owners when utilising the RTMC online services.

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#### NOW THEREFORE THE PARTIES agree as follows -

#### 1. PARTIES

- 1.1 The Parties to this Agreement are-
- 1.1.1 The Road Traffic Management Corporation, a statutory entity, established in terms of the Act and listed as a Schedule 3A public entity in terms of the PFMA, herein represented by Adv. M S Msibi in his capacity as Chief Executive Officer, duly authorised thereto; and
- 1.1.2 The KwaZulu-Natal Department of Transport acting for and on behalf of the KwaZulu-Natal Provincial Government, herein represented by Ms S Ngubo in his/her capacity as Acting Head of Department and duly authorised thereto.

#### 2. DEFINITIONS AND INTERPRETATION

#### 2.1 Definitions

In this Agreement, the following expressions and words have the meaning assigned to them below and derivative expressions and words have a corresponding meaning, unless inconsistent with or otherwise indicated by the context—

- 2.1.1 "Account" means the bank account opened in the name of the RTMC to receive and manage all license renewal fee payments;
- 2.1.2 "Act" means the means the Road Traffic Management Corporation Act, 1999 (Act No. 20 of 1999);
- 2.1.3 "Agreement" means the contents of this Agreement together with the Annexures hereto;
- 2.1.3 "Baseline Fees" means the fees charged by the various provinces for the licensing of a motor vehicle;
- 2.1.4 "Business Day" means any day in the RSA which is not a Saturday, Sunday or official public holiday within the meaning of the Public Holidays Act, 1994 and all references in

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- this Agreement to days shall be deemed calendar days, unless specifically stipulated as being Business Days;
- 2.1.5 "CEO" means the Chief Executive Officer of the RTMC appointed in terms of the Act;
- 2.1.6 "COVID -19", means the Novel Coronavirus (2019 -nCov) which is an infectious disease caused by a virus, which emerged during 2019 and was declared a global pandemic by the WHO during the year 2020 that has previously not been scientifically identified in humans:
- 2.1.7 "Confidential Information" means all information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party's information, or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Receiving Party;
- 2.1.8 "Disclosing Party" means either of the Parties which discloses Confidential Information to the other of the Parties;
- 2.1.9 "Effective Date" means, notwithstanding the date of signature of this Agreement by the Party signing last in time.
- 2.1.10 "Head of Department" means the public servant who is the administrative head of the Department and the accounting officer in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999).
- 2.1.11 "MEC" means Member of the Executive Counsel;
- 2.1.12 "Month" means a calendar Month;
- 2.1.13 "NaTIS" means the computerised National Traffic Information System that is used as a register that supports the NRTA and Regulations;
- 2.1.14 "NRTA" means the National Road Traffic Act, 1996 (Act No 93 of 1996);
- 2.1.15 "Province" means the Party as fully described in clause 1.1.2;

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- 2.1.16 "Parties" means RTMC and/or Mpumalanga as the context indicates, and "Party" shall mean either one of them as the context may indicate;
- 2.1.17 "PFMA" means the Public Finance Management Act, 1999 (Act No 1 of 1999);
- 2.1.18 "Project Manager" means the representatives of the Parties appointed by them in terms of clause 11 to fulfil the functions set out therein;
- 2.1.19 "**Project meetings**" means the Project meetings between the representatives of the Parties in terms of clause 11;
- 2.1.20 "Receiving Party" means either of the Parties which receives Confidential Information from the other of the Parties;
- 2.1.21 "Regulations" means the National Road Traffic Regulations, 2000;
- 2.1.22 "RTMC" means the Party as more fully described in clause 1.1.1;
- 2.1.23 "Services" means the online motor vehicle license renewal services, which includes the collection and distribution of Licensing Renewal Fees, Penalties and Service Fees;
- 2.1.24 "Service Fees" means the percentage fee charged and payable to the RTMC by the Province;
- 2.1.25 "Staff" means any employee, independent contractor, agent, consultant, subcontractor or other representative of either Party;
- 2.1.26 "Transaction Fees" means the monies charged per online NaTIS service in terms of section 24(1)(a) of the Act.

#### 2.2 Interpretation

- 2.2.1 In this Agreement unless the context indicates a contrary intention an expression which denotes
  - 2.2.1.1 any reference to the singular includes the plural and vice versa;
  - 2.2.1.2 any reference to the natural person includes legal persons and vice

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#### versa;

- 2.2.1.3 any reference to a gender includes the other genders;
- 2.2.2 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the definition and interpretation clause;
- 2.2.3 when any number of days are prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 2.2.4 where any provision contemplates a notice to be given, such notice shall, unless expressly provided otherwise, be made in writing;
- 2.2.5 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 2.2.6 any word or expression used in this Agreement which is defined in the Act shall bear the same meaning in this Agreement as assigned to it by the Act;
- 2.2.7 if any provision of this Agreement is in any way inconsistent with the provisions of the PFMA, or the Act, the provisions of the PFMA, or the Act shall prevail, and this Agreement shall be read in all respect subject thereto.

#### 3. PURPOSE OF AGREEMENT

- 3.1 The purpose of this Agreement is to: -
- 3.1.1 formalise the relationship between the RTMC and Province pursuant to the provisions of the PFMA;
- 3.1.2 establish the terms and conditions subject to which the RTMC will render the Services to the Province;
- 3.1.3 providing for the determination of and the payment of the Service Fee by the Province to the RTMC for rendering the the Services;
- 3.1.4 to establish the procedure by which the RTMC will receive all baseline fees payments

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made by the public for the renewal of motor vehicle licenses and payment of such payments received to the Province.

#### 4. APPOINTMENT

The Province hereby and subject to the provisions of this Agreement and any applicable legislation, appoints the RTMC to render the Services set - out in this Agreement and the RTMC hereby accepts such appointment.

#### 5. DURATION

- 5.1 This Agreement shall commence on the Effective Date and shall subject to the provisions of clause 5.2, continue for a minimum period of 5 (five) years ("Termination Date") from the Effective Date.
- 5.2 With effect from the Termination date, this Agreement shall endure indefinitely subject to 5 (five) years written notice of termination given by either Party to the other.

#### 6. SERVICES

- 6.1 The RTMC shall, unless specified otherwise:
- 6.1.1 on NaTIS, make available online license renewal functionality to be utilised by the public to renew motor vehicle license renewals;
- 6.1.2 subject to the provisions of the PFMA, open and manage the Account;
- 6.1.3 on a daily basis manage and monitor and control all online motor vehicle license renewals and receive all license renewal fee and if applicable, penalty payments deposited into the Account by-
  - 6.1.3.1 printing the license disc;
  - 6.1.3.2 reconciling each payment received; and
  - 6.1.3.3 prepare a comprehensive and detailed monthly reconciliation report;

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- 6.1.3.4 transfer all reconciled transactions, subject to paragraph 8 hereunder, to the account identified by the Province, which transfer will be on or before the 21st of the month following the month of receipt.
- 6.2 **Problem and negative trend identification.** Should RTMC encounter any problem or identify any trend in the services, which could cause or indicate the likely occurrence of faults, defects or delays, it shall immediately report such matter to the Province. The Parties shall thereafter agree on corrective measures to be taken to address or pre-empt the problem of this Agreement.
- 6.3 **Diligence, care and professionalism.** RTMC shall exercise all reasonable diligence, care and act in a professional manner in the execution of this Agreement and the provision of the Services and shall not do anything that would discredit, dishonour, reflect adversely on or injure the reputation of the Province.
- RTMC shall immediately inform the Province if it appears, in the light of information that has come to hand, that the services require revision for whatsoever reason.
- 6.5 Meetings. RTMC shall attend all meetings including Steering Committee meeting aimed at monitoring the progress of the services as reasonably required by the Province.
- 6.6 RTMC shall promptly notify the Province of any information, received by RTMC, which in the opinion of RTMC is likely to be of interest, use or benefit to the Province in relation to the Services or this Agreement.
- 6.7 All reports and documentation to be provided by RTMC shall be signed off by RTMC Project Manager.
- 6.8 All reports and information provided by RTMC to the Province in terms of this Agreement shall contain accurate information so as to enable the Province to monitor the Service standards.
- 6.9 Place of payment. Payment for the Services shall be made by the RTMC to the Province by electronic transfer into the following banking account.

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Bank:....; Absa Public Sector KZN

Account Name:..... KZN PROVINCIAL

GOVERNMENT - KZN

TRANSPORT-MLB REVENUE

Account Number: .....; 40-7250-2078

Branch Code: .....; 632005

#### 7. SERVICE FEE

- 7.1 The RTMC shall subject to the provisions of 8.2, be entitled to and paid a Service Fee of 8% by the Province of and for all baseline fees and penalties collected on behalf of the Province.
- 7.2 Collected fees and penalties shall not include Transaction Fees collected.

#### 8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 This Agreement shall not constitute, or be deemed to constitute, a partnership between the Parties and neither Party shall have any right, authority or power to bind the other, or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 8.2 Nothing in this Agreement shall constitute, or be deemed to constitute, an employment contract between the Parties, or be deemed to constitute such a relationship.
- 8.3 The Parties shall at all times have a duty of good faith in their dealings with one another.

#### 9. GENERAL OBLIGATIONS OF THE PARTIES

The Parties shall co-operate with each other in good faith.

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#### 10. WARRANTIES AND REMEDIES

RTMC warrants that it is fully conversant with all relevant statutory requirements having a direct or indirect bearing on this Agreement and that it shall comply with all laws and regulations of the Republic of South Africa, and in particular the PFMA.

#### 11. CONTRACT MANAGEMENT

- 11.1 **Steering Committee.** Each Party shall appoint, in writing, after the Effective Date representatives and alternates to represent the Parties on the Steering Committee.
- 11.2 **Constitution of Steering Committee**. The Steering Committee shall comprise of 2 (two) representatives of each Party.
- 11.3 The chairperson of the Steering Committee shall be the RTMC's Project Manager, to present the Parties at a Steering Committee meeting.
- 11.4 Any appointment, removal or replacement of representatives by a Party shall be by notice to the other Party and shall be effective as soon as such notice is received by the other Party.
- The Steering Committee may from time to time co-opt additional persons to sit on the Steering Committee, whether in a voting or monitoring capacity.
- 11.6 Functions. The functions of the Steering Committee shall be-
  - 11.6.1 continually review the management information requirements of the Steering Committee and agree on any variations in such functions to provide a means for the joint review of issues relating to all day-to-day aspects with regard to the Services;
  - 11.6.2 to provide a forum for joint strategic discussion, and possible variations of the Services to be performed by RTMC;
  - 11.6.3 in certain circumstances, pursuant to the Dispute Resolution, to provide a means of resolving disputes or disagreements between the Parties;
  - 11.6.4 to review and discuss any other issues with regard to the Services;

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- 11.6.5 where any specific action or consent is required by either Party in terms of this Agreement;
- 11.6.6 report to each other for the duration of this Agreement and shall ensure that any unacceptable performance by a Party of its obligations in terms of this Agreement is brought to the attention of the Steering Committee timeously to enable the RTMC to take suitable corrective action.
- 11.7 **Status of Decisions.** No decision of the Steering Committee's meetings shall have the effect of amending the terms of this Agreement.
- 11.8 **Minutes of Meetings**. All meetings between the Parties shall be recorded and signed by a member of the Parties representing each of the Parties on the Steering Committee and the minutes so kept shall be circulated to the members of the Steering Committee within 7 (seven) days of each meeting.
- 11.9 As soon as possible after the Effective Date, each Party shall appoint a Project Manager and notify the other Party of such appointment.
- Authority. Each Party shall ensure that their Project Manager will have the necessary skill, expertise and experience to carry out such responsibility. Unless otherwise specifically provided in this Agreement or agreed to in writing by a Party, such Party's Project Manager shall not be entitled to make any operational decisions concerning the provision of the Services and shall not be authorised to bind or commit it to any amendments to this Agreement.
- 11.11 Either Party shall be entitled at any time to terminate the appointment of its Project Manager by notice to the other Party or to appoint any other person as Project Manager and such termination shall take effect in terms of such notice.
- 11.12 All communications concerning the management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' respective Project Managers.

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#### 12. FINANCIAL ARRANGEMENTS

Except for the payment of the Service Fee by the Province to the RTMC each Party shall bear its own costs in the fulfilment of its obligations in terms of this Agreement.

#### 13. FORCE MAJEURE

- 13.1 Force majeure event. Force majeure shall mean any material event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot, insurrection, protest and/or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment (not avoidable by proper maintenance and planning), and/or Act of God and which causes material and unavoidable damage to property, material delays or interruptions.
- 13.2 **Notify of force majeure event.** The Party prevented from fulfilling its obligations in terms of this Agreement shall on becoming aware of such *force majeure* event promptly notify the other Party of such *force majeure* event and when such an event of *force majeure* has ceased.
- No liability for force majeure. Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if and to the extent that performance of such obligation is prevented by any circumstances of force majeure, which arise after the Effective Date.
- 13.4 **Endeavour to continue obligations.** Upon the occurrence of any *force majeure* event the Parties shall endeavour to continue to perform its obligations under this Agreement so far as reasonably possible. The Party shall notify the other of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by the *force majeure* event and shall not take such steps unless directed by the other to do so.

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- 13.5 If the *force majeure* event continues for a period of 90 ((ninety) days, the Parties shall promptly consult with the view to reaching a mutually satisfactory resolution to the change in circumstances. In the event that the Parties do not reach a mutually satisfactory resolution either Party may terminate this Agreement.
- 13.6 **Failure to notify force majeure event.** If a Party fails to inform the other Party of the force majeure event concerned as set out in this clause 16 then such Party shall thereafter not be entitled to refer to or rely on such force majeure event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a force majeure event is known by both Parties or the Party is unable to inform the other Party due to the force majeure event.
- The aforegoing provisions of this clause 16 shall not excuse or release the Party claiming *force majeure* from obligations due or performable, or compliance required, under this Agreement prior to the *force majeure* event nor failures, delays in performance or obligations not effected by the event of *force majeure*, except to the extent the same cannot be performed.

#### 14. AUDIT ACCESS AND OPEN BOOK

- 14.1 RTMC shall keep and operate a proper and efficient accounting and Procurement management system to reflect truly and fairly, in conformity with the PFMA and generally accepted accounting practices.
- 14.2 RTMC shall, in order to enable the Province to determine whether the provisions of this Agreement have been complied with provide the Province with such information as it may reasonably require.

#### 15. CONFIDENTIAL INFORMATION

15.1 **Confidentiality obligation**. Each Party ("the Receiving Party") must treat and hold as confidential all information which they may receive from the other Disclosing Party

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- or which becomes known to them concerning the Disclosing Party during the duration of this Agreement.
- 15.2 **Nature of the Confidential Information.** The Confidential Information of the Disclosing Party shall, without limitation, include—
- 15.2.1 all software and associated material and documentation, including information contained therein;
- 15.2.2 all information relating to -
  - 15.2.2.1 the Disclosing Party's past, present and future research and development;
  - 15.2.2.2 the Disclosing Party's business activities, service providers and such service providers confidential information;
  - 15.2.2.3 the terms and conditions of this Agreement; and
  - 15.2.2.4 the Procumbent Process to appoint service providers for Mpumalanga's Database.
- The Parties shall, except as permitted by this Agreement, not disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and in the event of the Confidential Information relating to a third party, it shall also be incumbent on the Receiving Party to obtain the consent of such third party.
- 15.4 Receiving Party's obligations with regard to Confidential Information. The Receiving Party agrees that in order to protect the proprietary interests of the Disclosing Party in its Confidential Information –
- 15.4.1 it will only make the Confidential Information available to those of its Staff who are actively involved in the execution of this Agreement;
- 15.4.2 subject to the right to make the Confidential Information available to their Project Managers and the Steering Committee above, they will not at any time, whether during this Agreement or thereafter, either use any Confidential Information of the

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Disclosing Party or directly or indirectly disclose any confidential information of the Disclosing Party to third parties.

- 15.5 **Information not deemed Confidential Information**. The foregoing obligations shall not apply to any information which -
- 15.5.1 is lawfully in the public domain at the time of disclosure;
- 15.5.2 subsequently and lawfully becomes part of the public domain by publication or otherwise;
- 15.5.3 subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such Confidential Information; or
- 15.5.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order.
- 15.6 **Severability.** The provisions of this clause 16 are severable from the rest of the provisions of this Agreement and shall survive its termination and continue to be of full force and effect for a period of 5 (five) years after the date of termination.

#### 16. DISPUTE SETTLEMENT BETWEEN THE PARTIES

- 16.1 If any dispute or difference of any kind, in connection with or arising out of this Agreement arises between the RTMC and the Province, the Parties shall make every effort to resolve the dispute amicably by consultation. The Project Managers shall discuss the dispute and attempt to resolve the dispute without the necessity of any formal proceedings.
- 16.2 If the dispute is not capable of being settled between the Project Managers amicably, such dispute shall be elevated to the Steering Committee.
- 16.3 Should the Steering Committee fail to resolve the dispute, either the RTMC or the Province, may refer the dispute to the Head of the Department and the CEO or their

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- duly authorised employees, who shall convene a meeting within thirty (30) days of the dispute having referred to them, to resolve the dispute.
- 16.4 Should the dispute remain unresolved for a period of 30 (thirty) days after being so referred, either Party may declare such dispute a formal intergovernmental dispute by notifying the other Party of such declaration in writing, in which event the Parties will follow the procedure as outlined in Section 42 of the Intergovernmental Relations Framework Act, Act No 13 of 2005.
- 16.5 Should the dispute still remain unresolved, the dispute will be adjudicated by a competent court with jurisdiction to hear the matter.
- 16.6 Notwithstanding the provisions of this clause, any Party shall be entitled to institute any proceedings for urgent interim relief arising out of or in connection with this Agreement in the High Court of South Africa having jurisdiction over the Parties.
- Notwithstanding any dispute and/or court proceedings herein the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

#### 17 BREACH

- 17.1 Should either Party fail to comply with any provision of this Agreement the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of thirty (30) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have —
- 17.1.1 to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- 17.1.2 to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party.

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#### 18 NOTICES AND DOMICILIUM

The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings and legal notices) their respective addresses set out in clause below, at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

#### 18.1.1 RTMC:

349 Witchhazel Avenue, Block F Eco Origins, Highveld Ext 0079.

#### 18.1.2 **Province:**

KZN Department of Transport, Inkosi Mhlabunzima Maphumlo House, 172 Burger Street, Executive Building, 3<sup>rd</sup> Floor, Pietermaritzburg, 3201

or at such other address, not being a post office box or poste restante, of which the Party concerned may notify the other in writing.

- 18.2 Any written notices required in terms of clause 19.1 shall only be satisfied if such notice is given in a written, paper-based form.
- 18.3 Any notice given in terms of this Agreement shall be in writing and shall, unless proved otherwise -
- 18.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery; or
- 18.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 10th (tenth) Business Day following the date of such posting.
- 18.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by a Party at its chosen *domicilium* address set out above shall be an adequate written notice of communication to such Party.

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#### 19. CESION AND DELEGATION AND SUB-CONTRACTING

Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

#### 20. WHOLE AGREEMENT AND NON-VARIATION

- 20.1 This Agreement constitutes the whole of the agreement between the Parties hereto relating to the subject matter hereof and the Parties shall not be bound by any terms, conditions or representations whether written, oral or by conduct and whether express or tacit not recorded herein.
- 20.2 No addition to, variation, consensual cancellation or novation of this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by both Parties or by their duly authorised by both Parties or by their duly authorised representatives.

#### 21. WAIVER

No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 22. SEVERABILITY

Should any of the terms and conditions of this Agreement be held to be invalid, unlawful, or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable. If

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Version 2

16 MAY 2020

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any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to enter into negotiations to resolve the invalidity.

#### 23. SIGNING AUTHORITY

The Parties warrant and represent that a duly authorised representative of that Party executes this Agreement.

SIGNED AND EXECUTED at Centurion and in the presence of the undersigned
witnesses on this 0.76 day of September 2020.
AS WITNESSES:
for RTMC  SIGNED AND EXECUTED at Performed hour and in the presence of the undersigned  witnesses on this 27th day of July 2020
AS WITNESSES:
1. Allerdy Aho  for the Province

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Version 2

#### MUNICIPAL NOTICES • MUNISIPALE KENNISGEWINGS

#### **MUNICIPAL NOTICE 125 OF 2022**



MUNICIPAL NOTICE NO: 078 of 2022

# PUBLIC NOTICE CALLING FOR INSPECTION OF THE SUPPLEMENTARY VALUATION ROLL FOR RAY NKONYENI LOCAL MUNICIPALITY NO. 6 OF 2017-2023 AND LODGING OF OBJECTIONS

Notice is hereby given in terms of Section 49 (1)(a)(i)(ii) read together with Section 78 (2) of the Local Government, Municipal Property Rates Act, 2004 (Act No. 6 of 2004), as amended, hereinafter referred to as the "Act", that the supplementary valuation roll No 6 for the financial years 01 July 2017 to 30 June 2023 is open for public inspection at the Treasury Offices, Lot 1000 Newton Road, Dan Pienaar Square, Margate (attached to notice board), during office hours 08:30 to 15:00 from 05 April 2022 to 20 May 2022.

In addition, the supplementary valuation roll is available at the Municipal Main Offices in Port Shepstone (Attached to notice boards), 10 Connor Street, during office hours 08:30 to 15:00 and on the municipal website:- <a href="www.rnm.gov.za">www.rnm.gov.za</a>, or email <a href="https://www.rnm.gov.za">Nomathemba.sibiya@rnm.gov.za</a> to request a copy.

An invitation is hereby made in terms of section 49(I) (a) (ii) read together with Section 78(2) of the Act, that any owner of property or other person who so desires should lodge an objection with the Municipal Manager in respect of any matter, including the category, reflected in, or omitted from, the valuation roll within the above-mentioned period. Attention is specifically drawn to the fact that in terms of section 50(2) of the Act an objection must be in relation to a specific individual property and not against the valuation roll as such. The forms for the lodging of an objection is obtainable at the following addresses: Treasury Offices: Lot 1000 Newton Road, Dan Pienaar Square, Margate and 10 Connor Street, Port Shepstone or municipal website www.rnm.gov.za.

#### The closing date for objections is 20 May 2022 at 16H00.

The completed forms must be returned to the following address by **registered mail**: The Municipal Manager, Ray Nkonyeni Local Municipality, Valuation Roll, PO Box 5, Port Shepstone, 4240 or hand delivered to Treasury Offices in **Margate**. Completed forms can also be emailed to <a href="mailto:objections@rnm.gov.za">objections@rnm.gov.za</a>. (No late objections will be accepted after the closing date).

Due to limitations posed by the national lockdown in response to covid-19 as well as for safety reasons, the public is urged to utilize electronic communication to minimize the spread of the virus.

For enquiries please phone: 039 312 8321 or 039 312 8318

SM MBILI MUNICIPAL MANAGER

**DATE: 05 April 2022** 

RAY NKONYENI MUNICIPALITY 10 Connor Street P O Box 5 Port Shepstone, 4240



Isaziso sikaMasipala: 078 ku 2022

#### ISAZISO ESIQONDENE NOKUHLOLWA KOHLU OLUQUKETHE AMANANI EZINTELA EZIKHOKHELWA IMIZI NEZAKHIWO KANYE NOKUFAKWA KWEZIKHALAZO

Umphakathi uyaziswa kulandelwa umthetho sisekelo kwisigaba 49 (1)(a)(i)(ii) nakusigaba 78(2) somthetho iLocal Government oqondene nokuklanywa kwezimali zezintela ezikhokhelwa imizi owaziwa nge Municipal Property Rates Act ka 2004, ukuthi labo abafisa ukuhlola uhlu lweminyaka-mali eqala ngo 01 Ntulikazi 2017 kuya ku 30 Nhlangulana 2023 noluqukethe amanani entela yezindlu nezakhiwo, bangahambela ihhovisi loMphathi-Zimali eliku 1000 Dan Pienaar Square, Margate, (kwi-bhodi lezimemezelo) ngezikhathi zomsebenzi (phakathi kuka 08:30 no- 15:00 ntambama) kusuka mhlaka 05 Mbasa 2022 kuze kube u- 20 Nhlaba 2022.

Kanti futhi uhlu lwamanani lungatholakala ePort Shepstone, 10 Connor Street (kwi-bhodi lezimemezelo) nakwi website yomkhandlu: - <a href="www.rnm.gov.za">www.rnm.gov.za</a>. Noma ungathintana no <a href="www.nm.gov.za">Nomathemba.sibiya@rnm.gov.za</a> ukuze uthole ukusizakala ngekhophi.

Kumenywa bonke abanikazi bemihlaba kanye noma ubani ofisa ukufaka isikhalazo ngokomthetho sisekele kwisigaba 49(1)(a)(ii) nakusigaba78(2) salomthetho, ofisa ukufaka isikhalazo ngokomthetho kwisigaba 50(2) isikhalazo singafakwa ngokomhlaba oqondene nothize kuphela hhayi ngohlu lwamanani entela yezindlu nezakhiwo ewonke. Ifomu lokufaka isikhalazo lingatholakala kuledilesi elandelayo: Treasury Office, Lot 1000 Newton Road, Dan Pienaar Square, Margate nase 10 Connor Street, Port Shepstone.

Usuku lokugcina lokwamukela izikhalazo: 20 Nhlaba 2022, ngo 16H00. Ifomu eseligcwalisiwe libuyiselwa kulelidilesi ngencwadi enenombolo elandelekayo: Municipal Manager Ray Nkonyeni Local Municipality, "Valuation Roll", PO Box 5, Port Shepstone, 4240 noma uyithumele ngemeyili ku objections@rnm.gov.za (alikho ifomu elizokwamukelwa uma seludlulile usuku olunqunyiwe).

Ngenxa yecovid-19 umphakathi uyanxuswa ukuba usebenzise amafoni noma ama-imeyili ukuze baxhumane nabasebenzi bakwamaspala sibambisane ekwehliseni izinga lokuthelelana ngaleli gciwane.

Ngeminye imininingwane/noma imibuzo ungasithinta kulezi nombolo: 039 312 8318 noma 039 312 8321

S M MBILI UMPHATHI KAMASIPALA

Usuku: 05 uMbasa 2022

RAY NKONYENI MUNICIPALITY 10 Connor Street P O Box 5 Port Shepstone, 4240

#### **MUNICIPAL NOTICE 126 OF 2022**



PROVINCE OF KWAZULU-NATAL KZN 435

#### **PUBLIC NOTICE**

#### **CALLING FOR INSPECTION OF SUPPLEMENTARY VALUATION ROLL NO 4**

(UMZIMKHULU MUNICIPALITY)

#### AND LODGING OF OBJECTIONS

Notice is hereby given in terms of Section 49(1)(a)(i) of the Local Government Municipal Property Rates Act, of 2004 ( Act NO 6 of 2004), hereinafter referred to as the "ACT", that the supplementary valuation roll for the financial year, 1 July 2021 to June 2022 is open for public inspection at the office of the Chief Financial Officer (Budget and Treasury Office), c/o 169 Main Street, UMzimkhulu, during office hours 07h45 to 16h30 Mondays to Thursdays and Fridays during office hours 07h45 to 15h30 from 11 April 2022 to 12 May 2022.

Notice is hereby given in terms of Section 49(1)(c) of the ACT that the Municipal Manager serve, by ordinary mail or, if appropriate, in accordance with Section 115 of the Municipal Systems Act, on every owner of property listed in the valuation roll a copy of the notice referred to above together with an extract of the valuation roll pertaining to that owner's property.

For enquires please contact: 039 259 5000 or 039 259 5050 or

Email: mavuman@umzimkhululm.gov.za

Z.S SIKHOSANA
MUNICIPAL MANAGER
UMZIMKHULU MUNICIPALITY
PO BOX 53
UMZIMKHULU
3297

#### **MUNICIPAL NOTICE 127 OF 2022**



#### **UMVOTI MUNICIPALITY**

#### NOTICE

UMVOTI MUNICIPALITY: SECTION 35(1) READ WITH SECTION 37(4) OF THE SPATIAL PLANNING AND LAND USE MANAGEMENT ACT, 2013 AND SECTION 8(1)(A) OF THE UMVOTI SPATIAL PLANNING AND LAND USE MANAGEMENT BY-LAW: ESTABLISHMENT OF THE UMVOTI MUNICIPALITY PLANNING TRIBUNAL AND APPOINTMENT OF MEMBERS

In terms of Section 35(1) read with Section 37(4) of the Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013) and Section 8(1)(a) of the Umvoti Spatial Planning and Land Use Management By-law read with Council Resolution UMS 70(10) dated 03 March 2022, the Umvoti Municipal Council has extended the appointment of the existing Municipal Planning Tribunal by one (1) year commencing 01 February 2022 and ending 31 January 2023. The following persons serve as members of the tribunal:

#### **Internal Members:**

Professional Discipline	Member		
Professional Town and Regional Planner	Mr. Lungelo Chiliza		
Town and Regional Planner	Mr. Vuyani Khanyile		

#### **External Members:**

Professional Discipline	Member		
Professional Town and Regional Planner	Mr. Mxolisi Ndlovu		
Professional Civil Engineer	Mr. Thuthukani Mvula		
Professional Land Surveyor	Mr. Peter Hoffmann		
Professional Environmentalist Specialist	Mr. Gert Watson		
Professional Attorney of Law	Mr. Jacques de Villiers		

The Council appointed the following members as Chairperson and Deputy Chairperson:

Professional Discipline	Designation	Member		
Professional Town and Regional Planner	Chairperson	Mr. Mxolisi Ndlovu		
Professional Attorney of Law	Deputy Chairperson	Mr. Jacques de Villiers		

Enquiries herein may be lodged to the Town Planner at <u>Lungelo.Chiliza@umvoti.gov.za</u> or at telephone number **033 4319 100/9208** during normal office hours.

**Notice: 4746** 

Mrs. B.J. Mchunu Acting Municipal Manager P.O. Box 71 Greytown 3250

#### **MUNICIPAL NOTICE 128 OF 2022**

#### CITY OF UMHLATHUZE

#### **PUBLIC NOTICE**

## CALLING FOR INSPECTION OF THE SECOND SUPPLEMENTARY VALUATION ROLL AND LODGING OF OBJECTIONS AGAINST THE VALUATION OF A PROPERTY

Notice is hereby given in terms of Section 49 of MPRA read together with section 78(2) of the Local Government: Municipal Property Rates Act, 2004 (Act No 6 of 2004 as amended on 28 November 2014), that the Second Supplementary Valuation Roll for the period 1 July 2020 to 30 June 2025 is open for public inspection at the Municipal office, Room C128 or C145 (First Floor), uMhlathuze Municipality, 5 Mark Strasse, Central Business District, Richards Bay, the Empangeni Library as well as the Township Manager's offices at eSikhaleni, eNseleni and Ngwelezane, until 11 May 2022 during office hours. In addition the Second Supplementary Valuation Roll is available on Council's website at www.umhlathuze.gov.za

Property owners, or any other person(s) who may wish to do so, are hereby invited in terms of Section 49(1)(a)(ii) of the Act to lodge an objection with the Municipal Manager in respect of any matter reflected in, or omitted from, the General Valuation Roll within the abovementioned period.

Attention is specifically drawn to the fact that in terms of Section 50(2) of the Act an objection must be in relation to the valuation of a specific individual property and not against the Valuation Roll as such. Owners wishing to object to their property's valuation, or a valuation of a specific individual property, must submit an objection in writing on the prescribed manner. Objection forms can be collected at the main office, security desk, uMhlathuze Municipality, 5 Mark Strasse, Central Business District, Richards Bay during office hours. And objection form can also be downloaded from Council's website: www.umhlathuze.gov.za

The completed forms must be returned and reach Municipality on or before the closing date of **11 May 2022**. Completed objection forms can be posted to Private Bag X1004, Richards Bay, 3900 or hand delivered to main office, security desk, uMhlathuze Municipality, 5 Mark Strasse, Central Business District, Richards Bay or e-mailed <a href="mailto:valuations@umhlathuze.gov.za">valuations@umhlathuze.gov.za</a>. **Please note that late objections will not be accepted.** 

For enquiries please contact Ms V Naidoo at telephone number 035 – 9075028 or Ms L Ntombela at telephone number 035-9075098 or Ms T Sithole at telephone number 035-9075074

Private	Bag X1004
<b>RICHAF</b>	RDS BAY
3900	
MN	
(.ln)	

MR L H MAPHOLOBA MUNICIPAL MANAGER

#### **MUNICIPAL NOTICE 129 OF 2022**

### Msunduzi Municipality

# PUBLIC NOTICE CALLING FOR INSPECTION OF VALUATION ROLL AND LODGING OF OBJECTIONS



Notice is hereby given in terms of Section 49 (1) (a) (i)/78(2) of the Local Government: Municipal Property Rates Amendments Act, 2014 (Act No. 29 of 2014), hereinafter referred to as the Act, that the supplementary valuation roll number 4 for the financial years 2021/22 is open for public inspection at the Msunduzi Municipality municipal offices or at website www.msunduzi.gov.za from the 19<sup>th</sup> of April to the 31<sup>st</sup> of May 2022.

An invitation is hereby made in terms of section 49(l)(a)(ii)/78(2) of the Act that any owner of a property or other person who so desires should lodge an objection with the municipal manager in respect of any matter reflected in, or omitted from, the supplementary valuation roll within the above-mentioned period.

Attention is specifically drawn to the fact that an objection must be in relation to a specific individual property and not against the supplementary valuation roll as such.

The form for the lodging of an objection is obtainable at the following address 341 Church Street Professor Nyembezi Centre or www.msunduzi.gov.za The completed forms must be returned to the following address, 341 Church Street Professor Nyembezi Centre by 16h00 on the 31st of May 2022.

For enquiries please contact the valuations Division on 033 392 2869/2869/2004/2274/2279/2455

Mr. Madoda Khathide Municipal Manager

### Msunduzi Municipality

#### ISAZISO SOMPHAKATHI

KUBIZWA BONKE ABANTU BAZOBONA IROLL YOKUCWANINGWA FUTHI KUFAKWE NEZIMPIKISO



Isaziso sifakwe ngokwesigaba 49(1)(a)(i) kumele sifundwe ndawonye nesigaba 78(2) se-Local Government: Municipal Property Rates Amendements Act, 2014 (Act No. 29 of 2014), lapha kubizwa njenge "Act" Iroll yokucwaningwa kanyaka 2021/22 ivuliwe ukuthi ungayibona kuzoqala ngomhlaka 19 April kuya ku 31 May 2022.

Iroll ungaphinde uyithole kwinzululwazi yakwamasipala ethi www.msunduzi.gov.za. Iroll yokucwaninga ingabonwa ngezikhathi zomsebenzi kusukela ku 19 April kuya ku 31 May 2022 kuleli hhovisi likaMasipala elilandelayo, 4th Floor, Endaweni yabacwaningi-Professor Nyembezi Centre, 341 Church Street.

Isimemo senziwe ngokwesigaba 49(1)(a)(ii) se-Act esithi noma umuphi umnikazi wendlu ongavumelani nemali efakelwe indlu yakhe angafaka impikiso kumphathi wakwa masipala mayelana nongavumelani nakho noma umuzi wakho ungawutholi kwiroll konke lokhu kumele ukwenze maphakathi kwezikhathi ezishiwo ngaphezulu.

Ukulalela kudonswa kakhulu kwisigaba 50(2) se act, impikiso kumele ibe mayelana nendlu eyodwa hhayi nge-roll iyonke. Amafomu okufaka impikiso ungawathola emahhovisini akamasipala abhalwe ngaphezulu, noma kwinzululwazi kamasipala **www.msunduzi.gov.za.** 

Ifomu egcwalisiwe kumele uyihambise ehhovisini kaMasipala elibhalwe ngaphezulu lingakashayi ihora lesine ntambama 16h00 ngomhlaka 31 May 2022

Ngemibuzo ningaxhumana nehhovisi lakwa Valuation ku 033 392 2869/2173/2274/2279/2455

Mr. Madoda Khathide Municipal Manager

#### PROVINCIAL NOTICES • PROVINSIALE KENNISGEWINGS

#### **PROVINCIAL NOTICE 214 OF 2022**

### PROVINCIAL GAZETTE TRANSFER OF FUNDS TO MUNICIPALITIES

The Provincial Treasury hereby publishes transfers to municipalities in terms of Section 29(2) of the Division of Revenue Act, 2022

#### Vote 8: Human Settlements

		Name:	Planned expenditure from HSDG - level one or two Accredited Municipalities			
	<u>Information</u>		Name of Municipality	2022/23 Allocation R'000	2023/24 Allocation R'000	2024/25 Allocation R'000
Purpose:	* To provide compensation to accredited	A KZN2000	eThekwini	479 666	450 470	559 335
	municipalities for operation costs	Total: Ugu Municipa		148 021	126 035	176 941
		B KZN212 B KZN213	uMdoni uMzumbe			
		B KZN214	uMuziwabantu			
		B KZN216 C DC21	Ray Nkonyeni Ugu District Municipality	148 021	126 035	176 941
Measurable Outputs:	* The measurable outputs are stipulated in the	Total: uMgungundlo		125 390	171 868	195 135
	protocol agreement between the department	B KZN221	uMshwathi			
	and the municipalities	B KZN222	uMngeni			
		B KZN223 B KZN224	Mpofana			
		B KZN224 B KZN225	iMpendle Msunduzi	125 390	171 868	195 135
		B KZN226	Mkhambathini	125 555	11 1 000	100 100
		B KZN227	Richmond			
Monitoring System:	* Quarterly performance reports and review	C DC22	uMgungundlovu District Municipality		+	
	meetings with the municipalities	Total: uThukela Mui		59 472	68 648	53 063
		B KZN235	Okhahlamba iNisasi Langelihalala			
		B KZN237 B KZN238	iNkosi Langalibalele Alfred Duma	59 472	68 648	53 063
		C DC23	uThukela District Municipality	00 112	00 010	55 555
		Total: uMzinyathi M		-	-	-
		B KZN241	eNdumeni			
		B KZN242 B KZN244	Nquthu			
		B KZN244 B KZN245	uMsinga uMvoti			
		C DC24	uMzinyathi District Municipality			
	* Department to enter into a bilateral					
Conditions:	agreement with the	Total: Amajuba Mun		131 615	101 078	102 212
	municipality before transfer of funds  * Funds to be utilised for the purpose	B KZN252 B KZN253	Newcastle eMadlangeni	131 615	101 078	102 212
	stipulated in the agreement	B KZN254	Dannhauser			
		C DC25	Amajuba District Municipality			
		Total: Zululand Mun		-	-	•
Allocation Criteria:	* Municipalities must be accredited; and  * Approval of business plans by the MFC for	B KZN261	eDumbe			
	<ul> <li>* Approval of business plans by the MEC for Human Settlements</li> </ul>	B KZN262 B KZN263	uPhongolo AbaQulusi			
	Tuman contement	B KZN265	Nongoma			
		B KZN266	Ulundi			
		C DC26	Zululand District Municipality			
		Total: uMkhanyakud B KZN271	uMhlabuyalingana	-	-	-
		B KZN272	Jozini			
		B KZN275	Mtubatuba			
		B KZN276	Big Five Hlabisa			
		C DC27 Total: King Cetshwa	uMkhanyakude District Municipality	27 153	32 764	42 462
		B KZN281	uMfolozi	21 133	32 104	42 402
		B KZN282	uMhlathuze	27 153	32 764	42 462
Projected Life:	* 3 Years then reviewed	B KZN284	uMlalazi		1	
		B KZN285	Mthonjaneni			
		B KZN286 C DC28	Nkandla King Cetshwayo District Municipality		1	
		Total: iLembe Munic		22 324	116 305	98 834
MTEF Allocation:		B KZN291	Mandeni			•
	R thousand		KwaDukuza	22 324	116 305	98 834
2022/2 2023/2		B KZN293 B KZN294	Ndwedwe			
2023/2		B KZN294 C DC29	Maphumulo iLembe District Municipality		1	
2324/2	1 221 302	Total: Harry Gwala		-	- 1	
		B KZN433	Greater Kokstad		İ	
		B KZN434	uBuhlebezwe			
Payment schedule:	* Quarterly	B KZN435	uMzimkhulu		1	
		B KZN436 C DC43	Dr Nkosazana Dlamini Zuma Harry Gwala District Municipality			
		Unallocated	пату Омага Бізнісі ічипісіранцу			
		Total		993 641	1 067 168	1 227 982

#### PUBLISHING OF PLANNED EXPENDITURE FOR ACCREDITED MUNICIPALITIES

The Provincial Treasury hereby publishes planned expenditure for accredited municipalities in terms of Section 12(6) of the Division of Revenue Act, 2022 Vote 8: Human Settlements

	<u>Information</u>		Name:	Planned expenditure from ISUPG - level one or two Accredited Municipalities			
				Name of Municipality	2022/23 Allocation R'000	2023/24 Allocation R'000	2024/25 Allocation R'000
Purpose:	* To provide funding to facilitate a programmatic and		A KZN2000	eThekwini	55 365	27 700	12 715
	inclusive approach to upgrading informal settlements		Total: Ugu Municipa B KZN212	ulities uMdoni	-	117 433	
			B KZN213	uMzumbe			
			B KZN214 B KZN216	uMuziwabantu Ray Nkonyeni		117 433	
			C DC21	Ugu District Municipality		117 433	
Measurable Outputs:	* Programmatic province-wide informal settlements upgradin	g	Total: uMgungundle	ovu Municipalities	71 073	109 199	120 492
	upgrading strategy.		B KZN221	uMshwathi			
	* Number of households provided with secure tenure.  * Number of informal settlements provided with interim and		B KZN222 B KZN223	uMngeni Mpofana			
	permanent municipal engineering services.		B KZN224	iMpendle			
	* Hectares of land acquired for in situ upgrading for category		B KZN225	Msunduzi	71 073	109 199	120 492
	for category B1 settlements.		B KZN226	Mkhambathini			
M 141 O4	* Number of in situ individually serviced sites developed.	4	B KZN227	Richmond			
Monitoring System:	* Quarterly performance reports and review meetings with the municipalities		C DC22 Total: uThukela Mu	uMgungundlovu District Municipality	860	1 000	
	moodings was the mainopaintee		B KZN235	Okhahlamba	000	1 000	
			B KZN237	iNkosi Langalibalele			
			B KZN238	Alfred Duma	860	1 000	-
			C DC23 Total: uMzinyathi M	uThukela District Municipality	_	-	
			B KZN241	eNdumeni			
			B KZN242	Nquthu			
			B KZN244	uMsinga			
			B KZN245 C DC24	uMvoti uMzinyathi District Municipality			
Conditions:	* The payment schedule submitted by provinces should be	1	Total: Amajuba Mur		478 733	179 015	310 235
	derived from the cash flows contained in the approved		B KZN252	Newcastle	478 733	179 015	310 235
	upgrading plans.	ı	B KZN253	eMadlangeni		-	-
	* Draft and final informal settlements upgrading plans must be aligned to provincial annual performance plans.	ı	B KZN254 C DC25	Dannhauser Amajuba District Municipality			
			Total: Zululand Mur		-	-	-
Allocation Criteria:	* The grant is allocated to all provinces.		B KZN261	eDumbe			
	These funds are also allocated in line with the HSDG formula approved by Human Settlements MINMEC and		B KZN262	uPhongolo			
	and National Treasury.		B KZN263 B KZN265	AbaQulusi Nongoma			
			B KZN266	Ulundi			
			C DC26	Zululand District Municipality			
			Total: uMkhanyaku B KZN271	de Municipalities uMhlabuyalingana	-	-	-
			B KZN272	Jozini			
			B KZN275	Mtubatuba			
			B KZN276 C DC27	Big Five Hlabisa uMkhanyakude District Municipality			
			Total: King Cetshwa		21 292	2 740	4 880
			B KZN281	uMfolozi			
Dunington I If	* This is a long form grant on gavernment must assist the	4	B KZN282	uMhlathuze	21 292	2 740	4 880
Projected Life:	<ul> <li>* This is a long term grant as government must assist the poor with the provision of human settlements</li> </ul>		<ul> <li>B KZN284</li> <li>B KZN285</li> </ul>	uMlalazi Mthonjaneni		-	
	in terms of the Constitution.		B KZN286	Nkandla			
			C DC28	King Cetshwayo District Municipality			
MATER Alleger		4	Total: iLembe Munic		70 308	309 493	366 470
MTEF Allocation:	R thousan	d	B KZN291 B KZN292	Mandeni KwaDukuza	70 308	309 493	366 470
2022/23			B KZN293	Ndwedwe	70 000	505 435	300 470
2023/24	746 580	)	B KZN294	Maphumulo			
2024/25	814 792	2	C DC29	iLembe District Municipality			
			Total: Harry Gwala I B KZN433	Municipalities Greater Kokstad	-	-	•
			B KZN434	uBuhlebezwe			
Payment schedule:	* Monthly instalments as per the payment schedule	1	B KZN435	uMzimkhulu			
	approved by National Treasury.		B KZN436	Dr Nkosazana Dlamini Zuma			
			C DC43	Harry Gwala District Municipality			
			Unallocated				
			Total		697 631	746 580	814 792

#### **PROVINCIAL NOTICE 215 OF 2022**

#### **KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS**

KWAZULU-NATAL LAND ADMINISTRATION AND IMMOVABLE ASSET MANAGEMENT ACT NO. 02 OF 2014 NOTICE IN TERMS OF SECTION 5 (2) (3) OF THE KWAZULU-NATAL LAND ADMINISTRATION ACT, (ACT NO. 2 OF 2014)

In terms of Section 5 (2) (3) of the KZN Land Administration and Immovable Asset Management Act, Act No. 02 of 2014, Member of the Executive Council for Human Settlement and Public Works of the KwaZulu-Natal Provincial Government hereby give notice that it intends disposing the under mentioned State Property, to the Msunduzi Municipality to allow for the transfer of title deeds to the beneficiaries:

Property Description: Remainder of Erf 342, registration division FT

Physical Address: 9 C6 Road, Edendale

**Extent**: 1.9233h

Title deed: T41119/2020

Magisterial District: Umgungundlovu Municipality

Current zoning: Residential

Current use of the property: Housing

Improvements: N/A

Applicable rights over the property: None

Written representations in regard to the said disposal can be made, within thirty (30) days of the publication of this notice to:-

Contact details

Head: Public Works KZN
Physical Address:
191 Prince Alfred Street
Pietermaritzburg
3200

Postal Address:Enquiries person:Mr S. TsamaPrivate Bag X 9041Tel. No.:033 260 4204PietermaritzburgFax. No.:033 260 4191

3200

Attention: Mr S. Tsama

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