

NORTHERN CAPE PROVINCE

PROFENSI YA KAPA-BOKONE



NOORD-KAAP PROVINSIE

IPHONDO LOMNTLA KOLONI

EXTRAORDINARY • BUITENGEWOON

**Provincial Gazette
Kasete ya Profensi**

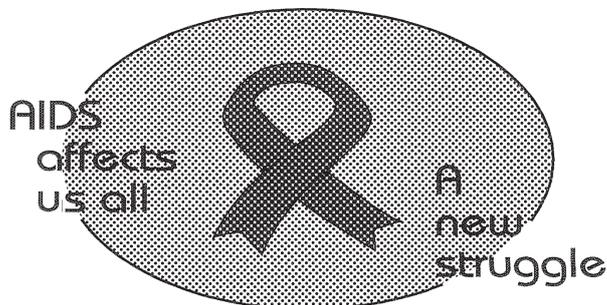
**iGazethi YePhondo
Provinsiale Koerant**

Vol. 23

KIMBERLEY
1 MARCH 2016
1 MAART 2016

No. 1992

We all have the power to prevent AIDS



**AIDS
HELPLINE**

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DEPARTMENT OF HEALTH

Prevention is the cure

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ISSN 1682-4549



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Government Printing Works

Processing and Business Rules for notices

Government Printing Works will become the custodian of the Northern Cape Gazettes from **Monday, 04 January 2016**.

GPW will start accepting notices from Northern Cape (NC) customers with the following conditions:

- Any submissions received from the NCPL (Northern Cape Provincial Legislature) from the 01 January 2016 will be rejected.
- Any submissions received from NC customers where the proof of payment is made to NCPL will also be rejected.
- Over and above these 2 points, the GPW Business rules and Submissions deadlines will apply.

Please refer below for business and processing rules, submission deadlines and other important information related to publishing of notices in the Northern Cape Gazettes.

ORDINARY GAZETTES

Government Gazette Type	Publishing Frequency	Publication Date	Submission Deadline	Cancellations Deadline
Northern Cape	Weekly	Monday	One week before publication	3 days prior to publication
Northern Cape Liquor License Gazette	Monthly	First Friday of the month	Two weeks before publication	3 days after submission deadline

GPW BUSINESS RULES

- Single notice, single email – with proof of payment or purchase order.
- All documents must be attached separately in your email to GPW.
- 1 notice = 1 form, i.e. each notice must be on a separate form
- Please submit your notice **ONLY ONCE**.
- Requests for information, quotations and inquiries must be sent to the Contact Centre **ONLY**.
- The notice information that you send us on the form is what we publish. Please do not put any instructions in the email body.

CANCELLATIONS

Don't forget!

Cancellation of notice submissions are accepted by GPW according to the deadlines stated in the table above. Non-compliance to these deadlines will result in your request being failed. **Please pay special attention to the different deadlines for each gazette.**

Please note that any notices cancelled after the cancellation deadline will be published and charged at full cost.

Requests for cancellation must be sent by the original sender of the notice and must be accompanied by the relevant **notice reference number (N-)** in the email body.

PROVINCIAL NOTICES TYPES

Each province has standard notice types that are published in that specific provincial gazette. Please refer to the below table for the notice types applicable for the Northern Cape Provincial Gazette.

Province	Standard Notice Types
Northern Cape	- Proclamation - General - Municipal - Premier's Notice

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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

NOTICE 21 OF 2016

AGREEMENT FOR THE ESTABLISHMENT OF A JOINT MUNICIPAL PLANNING TRIBUNAL

Concluded by and between:

Z F MGCWU DISTRICT MUNICIPALITY

Demarcation Code: DC 8

herein represented by Mr. G. van Staden in his capacity as Mayor and Mr. E. Ntoba in his capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 29 September 2015.

(hereinafter referred to as "ZFM")

and

IKHEIS LOCAL MUNICIPALITY

Demarcation Code: NCO 84

herein represented by Mr. P. Vries in his capacity as Mayor and Ms. H. T. Scheepers in her capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 21 September 2015.

(hereinafter referred to as "IKM")

and

KAI IGARIB LOCAL MUNICIPALITY

Demarcation Code: NCO 82

Handwritten signatures and initials of the representatives from the three municipalities. The signatures include: a stylized signature on the left; a signature with 'AM' and 'K.S.K.' below it; a signature with 'H.C.' above it; a signature with 'CME' next to it; and several other illegible signatures and initials.

herein represented by Mr. J.J.J. Olyn in his capacity as Mayor and Mr. J.G. Lategan in his capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 23 September 2015.

(hereinafter referred to as "KGM")

and

MIER LOCAL MUNICIPALITY

Demarcation Code: NCO 81

herein represented by Ms. M. Cloan in her capacity as Mayor and Mr. J. Willems in his capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 29 September 2015.

(hereinafter referred to as "MM")

and

TSANTSABANE LOCAL MUNICIPALITY

Demarcation Code: NCO 85

herein represented by Mr. E. Phala in his capacity as Mayor and Mr. H.G. Mathobela in his capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 18 September 2015.

(hereinafter referred to as "TM")

and

A collection of handwritten signatures and initials. In the center, there are the initials 'A.M.' and 'K.G.K.' written vertically. To the right, there are initials 'M.E.' and 'H.G.' written vertically. Other illegible signatures are scattered around these central initials.

KGATELOPELE LOCAL MUNICIPALITY

Démarcation Code: NCO 86

herein represented by Ms. K.G. Kgoronyano in her capacity as Mayor and Mr. A.W. Motawana in his capacity as Municipal Manager being duly authorised thereto in terms of a Council resolution dated 02 October 2015.

(hereinafter referred to as "KM")

WHEREAS section 34 of the Act makes provision for the establishment of a joint Municipal Planning Tribunal to determine land development and land use applications;

AND WHEREAS the Parties have undertaken an assessment as contemplated in regulation 2 of the Regulations as published in terms of the Act;

AND WHEREAS the Parties are desirous to conclude an agreement to establish a Joint Municipal Planning Tribunal to jointly consider and decide the land development and land use applications submitted to their respective municipalities; and

NOW THEREFORE the parties to this agreement agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The headings of the clauses in this Agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

1.2 In this Agreement, unless a contrary intention clearly appears words importing –

1.2.1 any one gender includes the other gender;

1.2.2 the singular includes the plural and vice versa; and

1.2.3 natural persons include created entities (corporate or non-corporate) and vice versa.

1.3 If any provision in a definition is 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 the Agreement, notwithstanding that it is only contained in the interpretation clause.

1.4 When any number of days is prescribed in this Agreement, it shall be reckoned exclusively of the first and inclusively of the last day.

1.5 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning, namely:

1.5.1 "By-law" means the By-laws adopted by IKM, KGM, MM, TM and KM respectively which governs the manner in which IKM, KGM, MM, TM and KM will deal with applications in terms of the Act;

1.5.2 "commencement date" means the date of publication of the notice referred to in section 34(3) of the Act;

1.5.3 "JMPT" means the Joints Municipal Planning Tribunal established in terms of this Agreement;

1.5.4 "notice" means a written notice;

1.5.5 "Parties" mean the parties to this Agreement, being ZFM, IKM, KGM, MM, TM and KM;

1.5.6 "the Act" means the Spatial Planning and Land Use Management Act, 16 of 2013; and

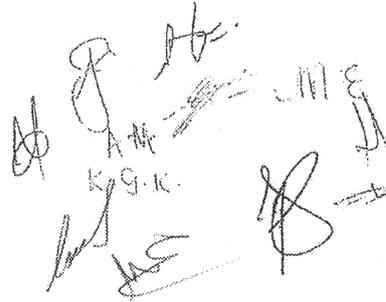
1.5.7 "the Regulations" means the Spatial Planning and Land Use Management Regulations: Land Use Management and General Matters, 2015 as published.

2. FUNDING

- 2.1 ZFM, IKM, KGM, MM, TM and KM shall each be responsible to fund the extent and operations of the JMPT. ZFM will facilitate the JMPT and provide support.
- 2.2 ZFM, IKM, KGM, MM, TM and KM shall each be responsible for funding the delivery of land use applications to and from the offices of ZFM.
- 2.3 Transport and accommodation for Municipal employees serving on the JMPT shall be funded by the respective Local Municipalities who employ the full time employees in question.
- 2.4 Any costs associated with the provision of technical and any other advisor shall be paid by the local Municipality in whose municipal area the immovable property which form the subject matter of any application received, is situated.
- 2.5 Should any cost occur in the operation of the JMPT that is not specifically made provision for in this Agreement, the Local Municipality in whose municipal area the immovable property which form the subject matter of any application received is situated, shall be responsible for the payment of such costs.
- 2.6 ZFM, IKM, KGM, MM, TM and KM shall each ensure that the expenses it may occur in respect of the operation of the JMPT is budgeted for.
- 2.7 In the event of the one of the Municipal Councils of ZFM, IKM, KGM, MM, TM and KM not approving the funding required in term of this Agreement, this Agreement shall be deemed to have been terminated.

3. DURATION AND EFFECTS OF CANCELLATION

- 3.1 This Agreement commences on the commencement date and shall terminate on the date and in the manner as set out below.



3.2 This Agreement shall terminate --

- 3.2.1 on the date that the term of the members of the DMPT expires; or
 - 3.2.2 when one of the municipal councils does not approve funding as contemplated in clause 2.3 of this Agreement; or
 - 3.2.3 six months after one of the Parties to this Agreement terminates the Agreement by giving six months' notice of its intention to withdraw from this Agreement.
- 3.3 In the event of the termination of this Agreement the Parties shall be responsible to establish its own Municipal Planning Tribunals which must adjudicate any application which has not been decided upon by the JMPT.

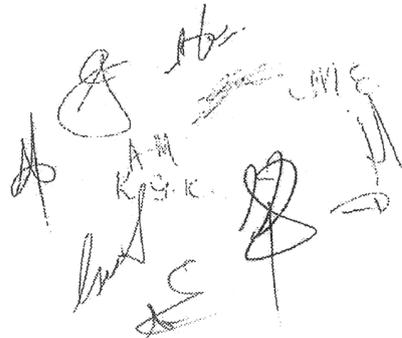
4. ESTABLISHMENT OF THE JMPT

4.1 The JMPT shall consist of a minimum of five members and a maximum of fifteen members made up as follows:

- 4.1.1 two officials in the full-time service of IKM as designated in writing by IKM;
- 4.1.2 two officials in the full-time service of KGM as designated in writing by KGM;
- 4.1.3 two officials in the full-time service of MM as designated in writing by MM;
- 4.1.4 two officials in the full-time service of TM as designated in writing by TM;
- 4.1.5 two official in the full-time service of KM as designated in writing by KM;
- 4.1.6 two officials in the full-time service of ZFM as designated in writing by ZFM;
- 4.1.7 one official referred to in clause 4.1.6 must have knowledge of law related to spatial planning and land use management;

A collection of handwritten signatures and initials in black ink. The initials 'A.M.', 'R.G.K.', and 'M.E.U.' are clearly visible. There are several other illegible signatures and scribbles.

- 4.1.8 one official referred to in clause 4.1.6 must have knowledge of engineering related to spatial planning and land use management;
- 4.1.9 if one of the officials in the full-time service of ZFM, IKM, KGM, MM, TM and KM are not a professional registered in terms of the Planning Profession Act, 36 Of 2002, then such a professional not in the full-time service of ZFM, IKM, KGM, MM and KM;
- 4.1.10 if one of the officials in the full-time service of ZFM, IKM, KGM, MM, TM and KM; are not an environmental assessment practitioner, at least one environmental assessment practitioner; and
- 4.1.11 any other person who in the opinion of ZFM, IKM, KGM, MM, TM and KM have sufficient knowledge of spatial planning and land use management.
- 4.2 The members of the JMPT referred to in clauses 4.1.9 to 4.1.11 of this Agreement shall be remunerated in terms of National Treasury Guidelines, or, in the absence of National Treasury Guidelines, in terms of the fees guidelines applicable to the profession of the member in question.
- 4.3 No member of the JMPT which is in the full time employ of ZFM, IKM, KGM, TM, MM and KM shall be paid any remuneration for the services they render as members of the JMPT.
- 4.4 All members of the JMPT, as well as any persons requested to assist the JMPT, shall be reimbursed for actual expenses incurred in respect of travel, subsistence and accommodation.
- 4.5 ZFM shall provide one additional full time employee at its cost to serve as the Secretariat for the JMPT.
- 4.6 The role of this official referred to in clause 4.5 of the Agreement shall be:



- 4.6.1 receive applications from IKM, KGM, TM, MM and KM and to submit it to the JMPT;
- 4.6.2 to compile the agendas and minutes of the JMPT;
- 4.6.3 to draft reports for the JMPT;
- 4.6.4 to provide general administrative support to the JMPT; and
- 4.6.5 to calculate the costs associated with the adjudication of applications, recover such costs from the Parties in the manner agreed to.

4.7 The Parties herewith record that their respective full-time employees to serve as members of the JMPT will be appointed by the respective Parties in writing, after which the Parties will inform the other Parties to this Agreement by way of written notice of such appointments.

4.8 The Chairperson and Deputy Chairperson of the JMPT shall be appointed jointly by the Parties. The term of office of the chairperson and the deputy chairperson shall be for a period of one year calculated from the commencement date of this Agreement.

4.9 Should any of the full-time employees of the Parties employment be terminated for any reason whatsoever, he or she will cease to be a member of the JMPT as from date of termination of employment, in which event the Parties in who employed the employee, may nominate another full time employee as member of the JMPT.

4.10 Should the position of Chairperson and/or Deputy Chairperson become vacant, the Parties shall jointly appoint the Chairperson and/or Deputy Chairperson.

4.11 In the event of any member of the JMPT as referred to in clauses 4.1.9 to 4.1.11 of this Agreement ceasing to be a member of the JMPT for any reason whatsoever, the JMPT will continue with its activities until such time as that member has been replaced by the Parties to this Agreement in a manner compliant with the provisions of clause 5 of this Agreement.

A collection of handwritten signatures and initials in black ink, arranged in a roughly circular pattern. The initials 'A.M.' and 'K.G.M.' are clearly visible in the center. Other illegible signatures surround them.

5. INVITATIONS AND NOMINATIONS TO SERVE ON THE DMPT

5.1 ZFM shall on behalf of all the Parties to this agreement issue an invitation and a call for nominations for external persons referred to in clauses 4.1.7 to 4.1.11 of this Agreement to serve on the tribunal.

5.2 Upon receipt of the nominations referred to in clause 5.1 above, the Parties to this Agreement shall constitute a joint evaluation panel which shall:

- 5.2.1 evaluate all nominations received;
- 5.2.2 make recommendations to the Municipal councils of the Parties.

5.3 The Municipal councils of the Parties shall evaluate the recommendations of the joint evaluation panel and confirm or reject the recommendations received.

5.4 If the Municipal Councils of the Parties confirm the recommendations of the joint evaluation panel, those prospective members confirmed may be appointed to the JMPT.

5.5 ZFM acting as agent of the Parties to this Agreement will appoint the members of the JMPT.

6. TERM OF OFFICE

The term of office of members of the JMPT shall be three years calculated from the commencement date.

7. PUBLICATION OF NOTICE AND AGREEMENT

7.1 When the JMPT is ready to commence operations, the Municipal Manager of ZFM shall, after being authorised by the Municipal Managers of the other Parties to this

Handwritten signatures and initials in black ink, including 'K.G.K.' and 'M.E.'.

Agreement, publish the notice referred to in section 37(4) of the Act on behalf of all the Parties to this Agreement.

7.2 The costs associated with the publication of the notice referred to in clause 7.1 of this Agreement, as well as the publication of this Agreement in terms of section 34(3) of the Act will be borne by IKM, KGM, TM, MM and KM in equal shares.

8. APPLICATIONS TO BE CONSIDERED AND DECIDED BY THE JMPT

8.1 IKM, KGM, TM, MM and KM as Local Municipalities shall, in accordance with the criteria determined in the Regulations, categorise land development and land use applications in a corresponding manner.

8.2 IKM, KGM, TM, MM and KM herewith record that they have chosen to comply with clause 8.1 of this Agreement by each adopting a By-law or Land Use Management System (LUMS).

8.3 The Parties shall refer such categories of applications determined by them to the JMPT.

8.4 The JMPT shall exercise and perform the powers, duties and functions of a Municipal Planning Tribunal referred to in the Act, the relevant provincial legislation and the applicable By-law/LUMS.

9. SEAT OF THE JMPT

The meetings of the JMPT shall be held at the Main office of ZF Mgcawu municipality.

10. SUBMISSION OF APPLICATIONS

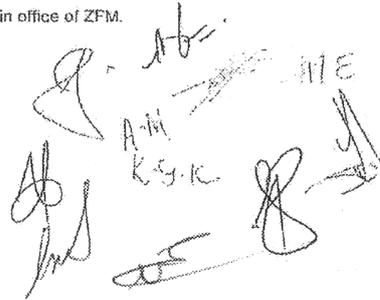
10.1 Any application received in terms of the Act shall be submitted by the applicant to the municipality in whose municipal area the land to which the application relates to, is located.

Handwritten signatures and initials of the parties involved in the agreement, including names like A.M., R.G.K., and others.

- 10.2 The municipality in whose municipal area the land to which the application relates, is located, shall undertake all the required public participation procedures, intergovernmental participation procedures and internal procedures as prescribed in its By-law or any other processes adopted by it for such purposes.
- 10.3 The municipality in whose municipal area the land to which the application relates, is located, shall submit the application to the JMPT Secretariat, who in turn will submit it to the JMPT for consideration.
- 10.4 The JMPT shall at all times comply with the By-law/LUMS which is applicable to any application for development rights which is presented to it for consideration.
- 10.5 Assessments and recommendations may be formulated by Professional Registered Town Planners in the employ of ZFM and may be submitted to the JMPT to consider when deciding an application.

11. DESIGNATION OF MEMBERS TO CONSIDER AND DETERMINE AN APPLICATION, THE RECORDS OF THE JMPT AND ACCESS TO SUCH RECORDS

- 11.1 On receipt of an application referred to in clause 10 of this Agreement, the JMPT shall evaluate the application and decide on the knowledge and skills required to consider and determine the application and designate the necessary members to so consider and determine that application.
- 11.2 The JMPT shall nominate no less than three members to consider and decide an application which shall include the member of Municipality whose matter must be adjudicated upon.
- 11.3 The Municipal Manager of each Party to this Agreement or his or her designated representative shall have access to all the records of the JMPT during the office hours of ZFM.
- 11.4 The records of the JMPT will be held at the main office of ZFM.



Handwritten signatures and initials, including 'A-M', 'K-S-K', and 'ME'.

12. APPOINTMENT OF TECHNICAL AND OTHER ADVISERS

12.1 ZFM in consultation with IKM, KGM, TM, MM and KM shall establish and maintain-

12.1.1 a database of public sector technical and other advisers; and

12.1.2 a database of private sector technical and other advisers.

12.2 The Chairperson shall appoint technical and other advisers to assist the JMPT per application that it has to consider and determine, if necessary.

12.3 The Chairperson shall first consider appointing an adviser from the database of public sector technical and other advisers and only if there is no such adviser available or no adviser available with the requisite knowledge and skill, shall the chairperson consider an adviser from the database of private sector technical and other advisers.

12.4 The Municipality from whose area of jurisdiction the application emanates is responsible to remunerate that technical or other adviser for services rendered to either the JMPT if that adviser is not a public service official.

13. ASSETS

The JMPT shall not acquire any assets or incur liabilities and shall not employ any staff. The Party whose application must be adjudicated by the JMPT shall provide all the assets needed to assist the JMPT and shall be responsible for any other operational requirements of the JMPT.

14. LIAISON BETWEEN THE PARTIES

The Parties agree to liaise through the following persons or their successors, duly authorised by the Parties:

A collection of handwritten signatures and initials in black ink. Some of the legible initials include 'A.N.', 'K.G.K.', and 'P.'. There are several stylized signatures, some with arrows pointing to them.

For ZFM: The Municipal Manager
Phone number: (054) 337 2600
Fax number: (054) 3372888

For IKM: The Municipal Manager
Phone number: (054) 833 9500
Fax number: (054) 833 9509

For KGM: The Municipal Manager
Phone number: (054) 431 6300
Fax number: (054) 431 6301

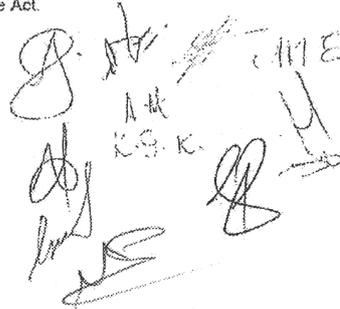
For MM: The Municipal Manager
Phone number: (054) 531 0928
Fax number: (054) 531 0019

For TM: The Municipal Manager
Phone number: (053) 313 7300
Fax number: (053) 313 1602

For KM: The Municipal Manager
Phone number: (053) 384 8600
Fax number: (053) 384 0326

15. DISPUTES

- 15.1 Any dispute which arises between the Parties in connection with the interpretation of or giving effect to this Agreement shall be resolved amicably through consultation and negotiation.
- 15.2 Should a dispute remain unresolved, the provisions of the Intergovernmental Relations Framework Act, 13 of 2005 shall apply in the absence of specific dispute resolution measures prescribed by the Act.



Handwritten signatures and initials, including "A.H.", "K.S.K.", and "M.E.", along with other illegible scribbles.

16. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, the Parties' maximum liability shall be limited to an act or omission of the authorised official referred to in section 35(2) of the Act of the local municipality in question.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement and supersedes any and all previous agreements regarding this subject matter that may exist between the Parties.

17.2 No representations, either verbal or written, made by either party during the tenure of this Agreement shall be of any force or effect unless agreed to by both Parties, reduced to writing, and annexed hereto, as an addendum.

18. NO WAIVER

The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach hereof shall not constitute a waiver by such Party to require strict and punctual compliance with each and every provision of this Agreement.

19. NOTICES AND DOMICILIUM

19.1 The Parties choose as their *domicilii citandi et executandi* the following addresses:-

ZFM

Physical Address: c/o Dr Nelson Mandela Drive and Uppington 28 Driveway, Uppington, 8800

IKM

Physical Address: Oranje street 92, Groblershoop, 8850

Handwritten signatures and initials, including 'AM', 'RSC', and 'ME'.

KGM
Physical Address: 11th Avenue 9, Kakamas, 8870

MM
Physical Address: Loubosweg 63, Rietfontein, 8811

TM
Physical Address: Springbok Street 13, Postmasburg, 8420

KM
Physical Address: Baker Street 222, Danielskuil, 8405

19.2 Any Party hereto shall be entitled from time to time by written notice to the other party, to vary its domicile to any other physical address.

19.3 Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and if received or deemed to have been received by the addressee.

19.4 Any notice given by one party to the other, referred to as the addressee, which -

19.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery; and

19.4.2 is posted by prepaid registered post from an address to the addressee at the addressee's domicile for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the seventh day after the date of posting.

20. AUTHORITY

Handwritten signatures and initials, including 'JLE', 'A-M', and 'K-G-R'.

The Parties confirm that they have the necessary authorisation to sign this Agreement on behalf of the applicable Party.

THIS DONE AND SIGNED BY ZFM AT Uppington ON
THIS 16 October DAY OF 2015

Witnesses:

[Signature]
[Signature]

[Signature]
Mayor

[Signature]
Municipal Manager

THIS DONE AND SIGNED BY IKM AT Glabbeke ON
THIS 12 October DAY OF 2015

Witnesses:

[Signature]
[Signature]

[Signature]
Mayor

[Signature]
Municipal Manager

THIS DONE AND SIGNED BY KGM AT EEWoud ON
THIS 2nd October DAY OF 2015

Witnesses:

[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
P.J. AM K.G.M. M.E. U



Mayor



Municipal Manager

THUS DONE AND SIGNED BY MM AT Rietfontein ON
THIS 05/03/2015 DAY OF 2015

Witnesses:





ME

Mayor



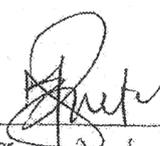
Municipal Manager

THUS DONE AND SIGNED BY TM AT Postmansburg ON
THIS 06/10 DAY OF 2015

Witnesses:







Mayor



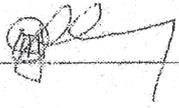
Municipal Manager

THUS DONE AND SIGNED BY KM AT Daniëlskuil ON 08/10/2015
THIS 08/10 DAY OF 2015

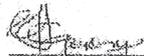
Witnesses:


A.M.
K.G.K.









Mayor


Municipal Manager

P.J.


A.M.
M.E.H.



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