

Memorandum of Understanding

(This document when signed, constitutes an agreement between)

The Bitou Local Municipality and Nature's Valley Ratepayers Association

Description of collaborating organizations

The Bitou Local Municipality (BM), as the Local Authority, has jurisdiction over Nature's Valley (NV), a residential Township located on the coast approximately 30km east of Plettenberg Bay and as such, have certain legislative responsibilities towards its residents and ratepayers, in terms of the Constitution and Local Government Legislation.

The Nature's Valley Ratepayers Association (NVRA) is a properly established Association and represents the ratepayers of Nature's Valley.

Background info

NV is a residential township surrounded by the Tsitsikamma National Park. In order to adequately protect the natural forest, coastal dunes and the undeveloped land alongside the Groot Rivier estuary, these areas are managed as a Contractual National Park under a tri-partite agreement between BM, SANParks and the NVRA. The Tri-partite Agreement has no impact or involvement in the delivery of municipal services. BM is currently represented in the village by a Community Liaison Officer (CLO).

Objectives and scope

BM and the NVRA are desirous of entering into a Memorandum of Understanding in terms of which the parties through collaboration, consultation and agreement transfer some of the functions and municipal management responsibilities to the NVRA in order to enhance, support and supplement municipal services currently provided by BM in the township.

The MOU thus entered into will be in respect of the services listed in Schedule 1 annexed hereto.



On (date): 12 October 2017

SCHEDULE 1

(IA = Irregular Activity)

1. Management of "honey-sucker" service
2. Road maintenance and pothole repairs.
3. Maintenance of public parking areas.
4. Maintenance of storm-water drains.
5. Management of WTS and recyclables collection facility
6. Manage routine litter pick-up in streets etc
7. Maintenance of public open spaces and control of alien species
8. Trimming of bush and road verges. Processing/removal of organic material.
9. Maintenance of street infrastructure (fencing, signage, traffic signs etc) (IA)
10. Electrical kiosk maintenance and security management (IA)
11. Ensure effective OSCA Permit inspections (IA)
12. Inspection of Conservancy Tanks and Septic Tanks during construction (IA)
13. Ensure that Percolation Tests for septic tank soak-aways are conducted as required.(IA)
14. Manage Building Contractor "sidewalk deposits" and liaise with Bitou LM building inspectors (IA)
15. Monitor and control the occurrence of illegal dumping (IA)
16. Manage signage applications and installations.(IA)
17. Creation and management of a composting facility for NV (if/when viable).



The terms of the agreement

Bitou Municipality will still continue to provide the services to Nature's Valley, as is the requirement in terms of its constitutional mandate, but will in future collaborate with the NVRA on the matters listed in Schedule 1 in order to ensure more effective and efficient service delivery in the area.

Duration of the Agreement

Notwithstanding date of signature, this agreement will come into effect on 1 September 2017 and remain in full force and effect until one month after the inauguration date of the next Council for Bitou Municipality on which date, it will come to any an automatic end and will no longer be in effect or operation.

Organization and management of the agreement

Bitou Municipality

- The principle contact person within Bitou Municipality will be the locally resident, **Community Liaison Officer (CLO) or other appointed representative.**
- The CLO will liaise with the NVRA on all matters concerning municipal services in NV and more particularly those listed in Schedule 1 and when necessary, relay information to the relevant department within Bitou Municipality

Nature's Valley Ratepayers Association

- The principle contact person for the Nature's valley Ratepayers association will be its chairperson,(currently **Mr. Paul Erens**) or his/her designated representative.
- Quarterly reports by the NVRA will be provided to Bitou Municipality to update the Municipality on service delivery standards and levels in NV and the functioning of the MOU.

Resources and facilities

- BM will provide the facilities, equipment and manpower to deliver the municipal services required in NV.
 - In respect of facilities it is BM's intention that the existing office and storage space located in the Phyl Martin Park be utilized as the centre of operations and for the storage of equipment and materials, subject to the availability of funds and within the scope of its budget.

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- In respect of equipment, BM further undertakes to endeavor to provide, subject to the availability of funds and within the scope of its budget, the necessary and reasonable equipment, for the execution of all, works, tasks etc. flowing from this agreement, by its workers.
- In respect of manpower, BM also undertakes to endeavor to recruit for employment an adequate number of workers resident in the vicinity of NV and suited to undertaking the tasks scheduled, subject to the availability of funds and within the scope of its budget and further subject to its Human Resources, Recruitment and Selection Policy.

Quality assurance

The Bitou Municipality may, at any agreed time and with sufficient notice conduct site visits of NV.

Settlement of disputes

Should a dispute arise, this will be resolved through discussion between Bitou Municipality and the NVRA. If necessary, such discussions may be mediated by an independent mediator agreeable to both parties.

Effective dates and signatures

Agreed and Signed by:

Name: T. C. Ndlovu

For and on behalf of Bitou Municipality

At: Ple Henberg Bay

On (date): 26/09/2017

Name: _____

For and on behalf of the NVRA

At: NATURES VALLEY

