



# OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME

# **INTRODUCTION TO THE OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME FOR KENROCK COUNTRY ESTATE**

The following set of documents makes up the Operational Environmental Management Programme for Kenrock Country Estate. It is important to note that this Programme was developed in part fulfilment of the obligations enforced upon the developer through the conditions of development approval of various statutory bodies, including

- the local authority who made it a condition of subdivision that an Operational Environmental Management Plan (hereinafter called OEMP) be compiled for Kenrock Country Estate (hereinafter called Kenrock) and that the Kenrock Homeowners Association (hereinafter called the Association) be responsible for the long-term environmental management of Kenrock Country Estate;
- the (former) Provincial Department of Environmental and Cultural Affairs and Sport (DECAS) who made it a condition of approval that an OEMP be compiled for Kenrock and that this OEMP should be managed by the Association;
- the Kenrock Constitution which makes it an obligation on owners to adhere to the terms and conditions of the OEMP.

This Operational Environmental Management Programme comprises the following four documents.

- Document 1 being the Operational Environmental Management Plan (OEMP) for Kenrock Country Estate as directed by the conditions of subdivision and the Constitution.
- Document 2 being an Environmental Agreement in respect of the house construction work between the City of Cape Town and the Kenrock Homeowners' Association.
- Document 3 being an Environmental Agreement in respect of the house construction work between the Kenrock Homeowners' Association and the individual Owners at Kenrock.
- Document 4 being an Environmental Agreement in respect of the house construction work between the Owner of an individual erf and a the Builder at Kenrock Country Estate.

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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN**

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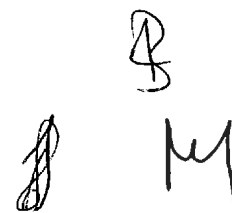
# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN**

#### **SECTION 1**

##### **CONTEXTUAL INFORMATION**



## 1 ADMINISTRATIVE REQUIREMENTS AND BACKGROUND

On 2 November 2001, the Department of Environmental and Cultural Affairs and Sport (DECAS) authorised the change of land use of Erf 6024, Hout Bay from "agricultural or undetermined to any other land use" to permit the redevelopment of the property for 94 dwellings.

On 5 February 2002, the City of Cape Town granted its subdivision approval to permit the development of the property.

Both DECAS and the City of Cape Town imposed conditions of authorisation and approval, respectively.

The relevant conditions regarding this Operational Environmental Management Plan (OEMP) are:

- a Homeowners' Association (ASSOCIATION) is to be formed;
- the ASSOCIATION is to be responsible for and control the environmental management of the estate (refer to clause 10 of the DECAS Record of Decision relating to their approval of the subdivision of Kenrock);
- an OEMP is to be compiled for the estate which addresses management of stormwater, open spaces and wetland systems as well as the removal of alien plants and their replacement with suitable indigenous vegetation; and
- the OEMP is to be compiled before transfer of the first residential erf.

This OEMP is intended to dictate the environmental controls relating to the ongoing management of the Kenrock Country Estate. In most cases, the OEMP prescribes certain actions i.e. there are lists of **prohibited** actions which may not be undertaken. These prohibitions are designed to prevent or minimise environmental damage.

Implementation of this OEMP is either by individual Property Owners or by the ASSOCIATION and, in some instances, by both working together. The success or otherwise of this implementation will be audited on a regular basis by an independent environmental officer (EO), employed by the ASSOCIATION for this purpose.

Kenrock Country Estate offers extremely desirable residential opportunities due to its setting. During the provision of the bulk services, the developer and professional team went to great lengths to minimise their impacts on the natural environment of the site. This OEMP aims to provide the ASSOCIATION with the necessary tools to ensure that this environmental ethic is continued throughout the lifetime of the Estate.

## 2 ABOUT THIS DOCUMENT

This document completes the environmental management system for the development. The first document dealt with the installation of services on the property, and this OEMP describes management requirements to maintain the quality of the natural and man-made environment of the site, and to monitor activities on site, which may have the potential to

negatively impact on the environment. It is intended to ensure that these impacts on the existing natural surroundings are minimized throughout the existence of the development.

The requirements of this document will thus come into effect simultaneously with the registration of transfer of each individual erf to an owner. While providing guidelines as to management in the long term, this document should be regarded as being open-ended, requiring regular review and updating in order for it to be effective.

This OEMP document has been divided into three sections as follows:

- **Section 1** (this section) provides the contextual information including the background to, and purpose of the OEMP, as well as definitions and abbreviations applicable throughout the document.
- **Section 2** outlines the way in which this document will be implemented, identifying the key role players, and their responsibilities within the environmental management structure.
- **Section 3** provides detailed environmental management requirements, in the form of separate specific OEMP's, and include the objectives of the management, required actions, responsible parties and frequency or time frames for each of the required actions.

The OEMP will ensure that suitable measures are in place for the future management of the property.

### 3 CONSTRUCTION OEMP

The Construction OEMP forms part of the Operational Environmental Management Plan (section 12 of this document) and specifies the procedures to be followed by the Association and Builders in order to reduce or eliminate adverse impacts of building and/or maintenance work on the natural surroundings and the quality of life of the owners residing at Kenrock.

A copy of the Construction OEMP shall be issued to each builder at the tender stage to allow for costs of implementing the conditions of this Construction OEMP to be included in the building costs. This will also ensure that each builder is aware of his responsibilities prior to commencing work. Copies of the Construction OEMP will be available to each Site Foreman, who will be required to familiarize him/herself with the contents of the document and ensure that procedures are followed accordingly.

Each Builder will be contractually bound to abide by the specifications of the Construction OEMP, as well as annexures and any amendments thereto.

### 4 LEGAL STATUS OF THE OEMP

The adoption of an Operational Environmental Management Plan by the ASSOCIATION, was a condition of rezoning of the property, and is also an obligation contained within the Constitution of the Kenrock Homeowners Association.



In addition the Council required, as a condition of subdivision of the property, that the ASSOCIATION enter into a House Building Environmental Management Agreement with the Council prior to the registration of transfer of the first residential erf to an owner.

The above makes this OEMP, and any subsequent amendments and/or additions thereto, legally binding on the ASSOCIATION, Owners and Builders.

## 5 DEFINITIONS

Throughout this

ive the same meanings as defined in Section 1 of

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#### CONFIDENTIALITY

- 5.1 Neither HC nor the Client shall disclose any confidential information that may be obtained during the currency of this Agreement to any third party, except where such a disclosure is made for the business of HC and prior authorisation obtained from the MD or her designate.
- 5.2 The term "confidential information" shall mean any information that is:

- 4.4 All late payments shall attract an accumulative late payment fee of 2% (two percent) per month, or part thereof, from due date. A separate invoice will be submitted for such fees.
- 4.5 Such payments are in addition to any other rights or remedies HC may have for such late payment.

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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN**

#### **SECTION 2**

##### **IMPLEMENTATION OF THE OEMP**

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## **6 KENROCK HOMEOWNERS ASSOCIATION (ASSOCIATION)**

- 6.1 The ASSOCIATION is the legal entity responsible for the management and maintenance of common property such as open spaces, security infrastructure, services and amenities arising from the development as well as to ensure compliance with the Architectural and Landscaping Design Manuals. The ASSOCIATION operates according to its constitution. Its members constitute the owners of land units, who shall be jointly liable for expenditure incurred in connection with the ASSOCIATION.
- 6.2 The conditions of subdivision, as imposed by the Council, places the responsibility on the ASSOCIATION to monitor and enforce compliance by the individual owners with the terms and conditions of this OEMP, and in particular the conditions of the Construction OEMP, to ensure that the operational management of the property gives due regard to the sensitivity of the natural environment.
- 6.3 In order to assist the ASSOCIATION to monitor the effect and compliance to the conditions of the OEMP a "Manager's Table: Implementation and Monitoring Checklist" is attached hereto as Annexure 1.
- 6.4 The ASSOCIATION is responsible to raise the finance for environmental control requirements as outlined in this document, as they relate to the long-term management of the site. Such funds are to be raised as part of the levy paid by all residents/homeowners.
- 6.5 It is a specific obligation of the ASSOCIATION to ensure that, prior to the commencement of any house construction works on an erf, an ESO is appointed by the individual owner for the duration of the house construction work on the relevant erf. The Association shall ensure that the obligations of this ESO contain all of the obligations listed in this document.

## **7 ENVIRONMENTAL OFFICER (EO)**

The ASSOCIATION will be responsible to employ a suitably qualified independent environmental consultant (EO) to undertake the following the following tasks.

- 7.1 A year after the effective date of the implementation of the OEMP, an audit is to be undertaken by the EO, in association with the ECO, to identify any problems or potential problems with the environmental management procedures on the Property, identify additional issues requiring attention and amendments required to the terms and conditions of the OEMP.
- 7.2 The EO will undertake an audit and review of the OEMP every second year thereafter so as to ensure that the conditions of the OEMP remain relevant to the needs and requirements of Kenrock and its residents.
- 7.3 In order to assist the EO and the ASSOCIATION to monitor the effect and compliance to the conditions of the OEMP an "Auditor's Compliance Checklist" is attached at the end of this section as Annexure 2.

## 8 ENVIRONMENTAL CONTROL OFFICER (ECO)

- 8.1 A suitably qualified employee of the Environmental Management Unit of the City of Cape Town will fulfil the role of Environmental Control Officer on the property for the duration of any house construction works on an erf.
- 8.2 The role of the ECO will be to, for the duration of house construction works on an erf, ensure that the ESO is enforcing the terms and conditions of the Construction OEMP on the Owner and Builder for the erf, and that environmental issues on site are being suitably dealt with.
- 8.3 The ECO will also be responsible to approve the terms and conditions of appointment of the ESO.

## 9 ENVIRONMENTAL SITE OFFICER (ESO)

The ESO will be responsible for the duration of house construction work on an erf to undertake the following tasks.

- 9.1 To visit the erf directly prior to the commencement of the house construction works and to confirm that a vegetation search-and-rescue exercise has been carried out by a suitably qualified landscape contractor.
- 9.2 Inspect and approve the Builder's erf drawing which indicate the position of storage shed(s), position of topsoil and excavated soil storage areas, the position of building material storage areas and the position of deliveries to the erf.
- 9.3 To hold Construction OEMP education sessions aimed to educate and raise the awareness of the Builder and his personnel and subcontractors as to the sensitivity of the Property prior to commencement of the house construction works and to target responsible individuals as key players for environmental education, to facilitate the spread of the correct environmental attitude for the duration of the works.
- 9.4 To review all elements of the works with the Builder to determine which elements require method statements, to instruct the Builder to submit these method statements and to approve such method.
- 9.5 For the duration of the house construction works the ESO is to visit the erf on a weekly basis for a period of at least one hour in order to undertake the following tasks:
  - 9.5.1 To review method statements and determine the most environmentally sensitive options of *modus operandi* for the construction related tasks, when considered necessary by the ESO.
  - 9.5.2 To make on-site decisions regarding any tree or other vegetation removal or retention in consultation with the ECO.
- 9.6 To take immediate action on site where clearly defined no-go areas are violated, or in danger of being violated, and to inform the Owner and ASSOCIATION immediately of the occurrence and the action taken.

- 9.7 To keep a site diary of any incidents of environmental disturbance or damage, instructions or recommendations to builders and owners, and penalties recommended to the ASSOCIATION.
  - 9.8 The ESO shall advise (but not instruct) the Builder on environmental matters relating to, or arising in the course of, the execution of the works on an erf.
  - 9.9 The ESO shall attend the weekly "site meeting" chaired by the ASSOCIATION and attended to by all Builders on the Property.
  - 9.10 The ESO is empowered to order the Builder to immediately cease any element of the works which contravene the conditions of the Construction OEMP, and/or which are required to be stopped as a matter of urgency in order to prevent serious adverse environmental damage or potential environmental damage to any of the adjacent properties or areas outside the boundaries of the erf, provided that the ESO shall without delay report on such action to the Council, the ASSOCIATION and the Owner.
  - 9.11 The ESO shall simultaneously refer to the ASSOCIATION, the Owner and to the Council any impending, apparent or alleged failure by the Builder to carry out their obligations in terms of the Construction OEMP or to heed advice or any order given by the ESO in terms of paragraphs this clause.
  - 9.12 Instructions to the Builder will be issued only by the Owner through their system established for the project management and control of the house construction operations.
  - 9.13 Any amendment or variation of the advice given by the ESO, which is proposed to be made by the Owner when instructing the Builder, must be reported with full motivation by the Owner to the Council and the ASSOCIATION.
  - 9.14 The Owner and/or Builder will consult with the ESO with respect to any aspects of the house construction operations which may impact on the environment.
  - 9.15 To visit the erf at the completion of house construction, ensure that all trees and other vegetation in the private open space areas on the property have not been damaged or removed, and ensure that the erf and surrounding areas have been suitably cleaned.
  - 9.16 The ESO shall liaise with the ECO, the Owner and the ASSOCIATION on a regular basis.
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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN**

#### **SECTION 3**

#### **SPECIFICATIONS FOR OPERATIONAL ENVIRONMENTAL MANAGEMENT**

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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **10. TREE MANAGEMENT OEMP**

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## 10 TREE MANAGEMENT OEMP

### 10.1 Guiding philosophy

Kenrock Country Estate contains a mix of indigenous and exotic trees. Many of the remaining indigenous trees are young saplings and are vulnerable to mechanical and chemical disturbance. In contrast, most of the mature trees on the site are alien species, mainly pines, which were planted for forestry purposes many years ago. Several other non-indigenous trees are invasive aliens, declared as invaders or weeds. By law, the latter must be removed and destroyed. Dense stands of these invasive alien trees in the Cape Peninsula intercept and use 1 500 m<sup>3</sup> of water per hectare per year. On a site the size of Kenrock Country Estate, the **theoretical** release of water back into the groundwater system and hence into the springs, streams and Disa River by their complete eradication is in the order of 51 million litres per year.

The invasive alien trees present on the site, e.g. various *Acacias* and gums, are Australian in origin. These species are "designed" to thrive in fire situations. They contain highly flammable saps which, under fire conditions, emit highly explosive vapours. These species contain 10 times the amount of wood of similar stands of indigenous fynbos species. The resulting fires in these invaders are therefore intensely hot (they may melt the sand of the soil into glass) and wildfires in such stands are often uncontrollable. As a result, these trees pose substantial risks to property and persons in wildfire conditions.

Not only are these invasive aliens water thirsty and exceptional fire hazards, they also out-compete the local fynbos species for nutrients and light. They have several adaptations to enable them to do this and, as a result, fynbos species in these stands of trees is poor to non-existent. This has serious implications not only for the continuation of the indigenous fynbos community but also has serious consequences for the insects, birds, reptiles and mammals adapted to living in fynbos.

By any measure, these aliens must be eradicated if the remaining 10% of fynbos left in the Cape Peninsula is to survive for the use and enjoyment of future generations.

During the installation of the underground services and roads of the estate, a once-off clearing of some invader tree species was undertaken, as well as selective thinning of less invasive, but still alien, pines. As a result of the thinning and removal of these trees and mechanical disturbance of the soil, alien seedlings have sprouted, and will continue to do so for many years to come. The situation will continue until such time as the seed bank of these trees has been depleted or destroyed (by physical, chemical or natural means).

It is the aim of the Kenrock Home Owners' Association (ASSOCIATION) to work towards achieving the eradication of all (particularly invasive) alien tree species over time. This eradication programme will be a process taking place over several years, and cannot be achieved in a single season or year. An on-going programme of tree management must therefore be implemented and monitored.

The return of the Estate to indigenous tree species only will therefore require a two-pronged approach: active measures will need to be taken to a) eradicate alien tree species and b) to replace these species with indigenous trees.

### 10.2 Achieving the vision



In order to achieve the ASSOCIATION'S objective of replacing all alien trees with indigenous species, indigenous trees must be planted or, where they are already present, protected and nurtured and alien trees must be eradicated.

### **10.3 Planting of indigenous trees (refer to Method Statement TP 01)**

There are two "parties" responsible for new tree planting: homeowners (planting on their own property) and the ASSOCIATION (planting in the Open Spaces). Both parties, working with a common objective, will succeed where an *ad hoc* approach to tree species planting will fail. All new trees are to be indigenous species contained in the species list under Annexure 3.

Each property owner is encouraged to plant at least one indigenous tree per year for the first five years while, in the Open Spaces, the ASSOCIATION should plant at least 20 indigenous trees per year over the next 20 years.

### **10.4 Removal of exotic tree species (refer to Method Statement TR 01)**

Exotic and invasive alien tree species occur all over the Estate both on private erven and in the Open Spaces. Consequently, eradication of these alien species is the concomitant responsibility of both the homeowner and the ASSOCIATION, the former being responsible for eradication measures on his/her own property, the latter for these activities in the Open Spaces.

## **10.5 Method Statement TP 01 - tree planting**

### **10.5.1 Scope of this Method Statement**

This Method Statement describes procedures to be followed when planting new trees.

### **10.5.2 Responsible parties for implementation and monitoring**

- **Property owner** - responsible for tree planting on his/her private property
- **ASSOCIATION** - responsible for monitoring compliance with Estate's tree planting objectives and for tree planting on Open Spaces

### **10.5.3 Frequency of tree planting to be undertaken by property owner**

The property owner is encouraged to plant at least one indigenous tree per year for the first five years on his/her property; the ASSOCIATION shall plant 20 indigenous trees in Open Spaces per year over the first 20 years.

#### 10.5.4 Penalties for non-compliance

Specific penalties for failing to plant indigenous trees will not be incurred; it is expected that peer pressure will encourage a responsible approach to the Estate's indigenous tree planting objectives.

The planting of non-indigenous invasive trees i.e. those controlled by law, will result in the ASSOCIATION taking the necessary legal steps to have these trees destroyed at the property owner's cost.

#### 10.5.5 Tree planting methodology

- Healthy trees of species contained in the approved Planting List (Appendix 3) should be purchased from reputable garden nurseries. Tree planting holes are to be dug, these holes are to be square (not round) and are to measure 1m x 1m and 1m deep. The holes are to be suitably fertilised (preferably with an organic fertiliser); this is to be forked into the base of the hole. The hole is to be back-filled with a mixture of one third clean river sand, one third weed seed-free compost and one third topsoil, all mixed together.
- Two 2m long tanalith or creosote treated wooden stakes are to be driven into opposite corners of the tree planting hole. The tree is to be removed from its container or plastic root bag and the root ball loosened from being a tight, compact mass, into a looser root ball; this allows the roots to grow outwards and not to remain growing in a spiral.
- The tree is to be planted in the hole such that the soil surface of the root ball is at or slightly below the soil level of the tree hole. The hole is to be back-filled and tramped down firmly, to ensure contact between the roots of the tree and the soil of the tree hole. The tree hole should then be well watered until all air pockets in the tree hole have been eliminated. The tree is then to be tied to the tree stakes (which should be set to the prevailing winds of the site) with soft tree ties. Hard tree ties are to be avoided since they will damage the young tree's bark as it moves under the influence of the wind. Ideal ties are women's old tights or stockings.
- Irrigation is to be to the nurseryman's recommendations and should be continued during the tree's growing season for the first two years after planting; bubble or drip irrigation is preferable to broadcast or hand-held watering. After the first "watering-in" of the tree, the surface of the tree hole must be covered with a thick (at least 10 cm) layer of a natural mulch e.g. bark chips; lawn or grass clippings are to be avoided for use as mulch since they will rot and harbour fungi and other disease vectors which may be harmful to the young tree.
- Trees with similar light, soil and water requirements are to be planted in the same area of the erf. It is senseless and counterproductive to plant water intolerant species in waterlogged soils and *vice versa*.

#### 10.5.6 Maintenance of trees

- All pruning, tree surgery or any other cutting of any trees must be done responsibly, to prevent any damage to surrounding structures or vegetation.
- Trees may not be altered in such a way that it has a detrimental effect on their growth pattern. Where possible, indigenous trees should not be cut but left in their natural growth form. Trees should be maintained as required to keep them tidy. Dead wood, or branches that have become unstable, and may drop, must be removed in order to reduce fire and property/personal damage risks.
- Cut branches must be removed from the site or incorporated into the landscape in a tidy fashion. Burning of dead branches and pruning waste is prohibited.
- All pruning, tree surgery or any other cutting of any trees should be undertaken in winter or during the tree's dormant period.
- The use of chain saws is only permitted during "public times" on the Estate.
- The application of fertilisers is to be as per the nurseryman's recommendations for each tree species; over fertilising of indigenous trees can result in their death.

#### **10.6 Method Statement TR 01 - alien tree eradication**

##### **10.6.1 Scope of this Method Statement**

This Method Statement describes procedures to be followed by Property Owners and the ASSOCIATION when eradicating alien invasive trees.

##### **10.6.2 Responsible parties for implementation and monitoring**

- **Property Owner** - responsible for compliance with the Estate's alien invasive tree eradication programme.
- **ASSOCIATION** - responsible for implementing compliance with the Estate's alien invasive tree eradication programme.
- **ESO** - responsible for monitoring the ASSOCIATION'S alien tree eradication programme and for reporting to the Municipality.

##### **10.6.3 Frequency of alien tree eradication to be undertaken by ASSOCIATION**

Property Owners and the ASSOCIATION are to undertake a continuous programme of alien invasive tree eradication from Open Spaces. Each year, a target of clearing of 50% of all aliens present shall be achieved; in this way, these areas cleared will be cleared of 95% of alien plant species within five years.

##### **10.6.4 Penalties for non-compliance**

Specific penalties for failing to eradicate alien invasive trees may be incurred as a contravention of law i.e. the Conservation of Agricultural

Resources Act. It is, however, expected that peer pressure will encourage a responsible approach to the Estate's alien invasive tree eradication objectives without resort to law.

#### 10.6.5 Alien invasive tree eradication methodology

- Invasive alien trees larger than small saplings are to be felled by hand or chain saw.
  - Port Jacksons, Rooikrans, Golden, Black and Longleaf Wattles, Blackwood, Stinkbean, *Sesbania*, Spanish Broom, Manatoka, *Pittisporum*, Cherry Pie and gum trees are to be felled at or below soil level.
  - The stumps must be poisoned using Garlon in a 2% solution with diesel, to be painted onto the cut stem. Care must be taken to ensure that chemicals used for this purpose do not contaminate the ground in any way, and that rain is not predicted for the day on which the poison is applied. Pine trees, and *Hakeas*, provided that no greenery is left on the stumps, do not usually require the application of a herbicide.
  - Where exotic trees, especially gums, re-sprout or coppice naturally tree stumps must be removed or repeated applications of herbicide made to the stumps.
  - The ASSOCIATION must ensure that seedlings of exotic trees and coppice growth from cut alien trees are removed from the Open Space areas; in the case of Pines, this is easily accomplished by uprooting by hand.
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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **11. CONSTRUCTION OEMP**

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## **11 CONSTRUCTION OEMP**

### **11.1 Guiding Philosophy**

- 11.1.1 A number of documents associated with this development provide conditions to ensure that the design, construction (later) renovation of houses on the property takes place in an orderly fashion with the constraints set to enhance the aesthetic character of Kenrock Country Estate. These documents include the Agreement of Sale, the Architectural Design Manual, the Landscape Design Manual as well as the OEMP.
- 11.1.2 The purpose of the Construction OEMP document is to set the terms and conditions to which the Builder, and Owner, must comply so as to ensure integration between residential living and control over building activities within the property and minimizing negative impact on the environment.
- 11.1.3 The procedures to be followed by Owners and Builders during the works to be carried out for the house construction are specified in this document.
- 11.1.4 The ASSOCIATION shall monitor and enforce compliance with this Construction OEMP. Owners will be required to enter into contracts with the ASSOCIATION and the with the Builder to ensure that the terms and conditions of the Construction OEMP are complied with and to ensure that the environment, as well as the quality of living at Kenrock Country Estate, is protected for the duration of the works. This Construction OEMP will form an attachment to the contracts.

### **11.2 Qualification of Builders**

- 11.2.1 Only Builders who can furnish at least three references of prior building contracts will be allowed to build at Kenrock Country Property.
- 11.2.2 An owner builder who qualifies under 11.2.1 will be allowed to construct his own home.
- 11.2.3 Builders are at all times responsible for their sub-contractors, employees and suppliers while on the Property.

### **11.3 Terms and Conditions for House Construction**

The terms and conditions described below are intended to ensure that the quality of life for residents at Kenrock is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by builders.

When a builder is found to be in breach of the stated rules and regulations a penalty will be levied. The extent of the penalty is detailed below the description of each condition.

Where a penalty is insufficient to cover the cost of repairing the environmental damage caused by the breach, the ASSOCIATION reserves the right to recover the additional costs from the Owner.

### **11.3.1 Environmental Site Officer (ESO)**

#### **11.3.1.1 Description**

An ESO must be appointed by the Owner to monitor and control compliance to the Construction OEMP for the duration of the house construction works, and his responsibilities should at minimum comply with those listed under paragraph 9 of this OEMP.

#### **11.3.1.2 Breach**

Work will not be allowed on an erf without the formal appointment of an Environmental Site Officer.

### **11.3.2 Environmental Education**

#### **11.3.2.1 Description**

The ESO shall hold education sessions, as and when required, for all employees and subcontractors of the Builder on the terms and conditions of this Construction OEMP. All staff and subcontractors must attend this education session prior to working on the Property.

#### **11.3.2.2 Breach**

Personnel who have not attended an education session will not be allowed onto the Property.

### **11.3.3 Method Statements**

#### **11.3.3.1 Description**

The ESO may require method statements from the builder in which the methodology for undertaking certain elements of the works are described, and such method statements must be submitted to the ESO's approval prior to commencement of any house construction works on the erf.

#### **11.3.3.2 Breach**

Work by the Builder will be stopped by the ESO until a method statement or statements have been submitted to the ESO for approval.

### **11.3.4 Vegetation search and rescue**

#### **11.3.4.1 Description**

Prior to the commencement of clearing the erf, the Builder shall obtain a clearance certificate from the ESO to confirm that vegetation search-and-rescue has been completed on the erf.

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#### 11.3.4.2 Breach

Work by the Builder will be stopped by the ESO and legal action may be taken against the Owner and/or Builder by the ASSOCIATION.

#### 11.3.5 Limits of building activity

##### 11.3.5.1 Description

All activities relating to the house construction must be confined to within the erf boundaries where the works are executed. It is the responsibility of the Builder to ensure that his personnel remain within the demarcated areas of the erf on which they are working.

##### 11.3.5.2 Breach

- Work by the Builder will be stopped by the ASSOCIATION and/or ESO until such time as the Builder's equipment/staff has been moved to within the boundaries of the erf.
- The Builder will be fined R150,00 per transgression.

#### 11.3.6 Site presentation and spoiling of excess material

##### 11.3.6.1 Description

The Builder shall keep the appearance of his erf neat and tidy at all times to the satisfaction of the ESO and the ASSOCIATION. Building rubble must be removed from the erf at intervals not exceeding one week, and litter must be removed from the erf on a daily basis. No litter may be stored or mixed in amongst building rubble. Green refuse drums must be supplied for the purpose of storing refuse until removed from erf by the Builder. No material or building rubble shall be spoiled on the Property.

##### 11.3.6.2 Breach

- Should a builder fail to remove building rubble or litter within the specified timeframe after receiving written notice to this effect, the rubble will be removed by an outside contractor. The costs this outside contractor shall be paid by the ASSOCIATION and reclaimed from the builder. The Builder will be denied access to the Property until such costs have been paid in full. In addition to this the Builder will be fined R1 000,00 per offence.
- Should wind blown litter be generated from the erf the Builder will be fined R 250,00 per day until all refuse has been removed from the stand and the surrounding area.

#### 11.3.7 Cleaning of vehicles/equipment

##### 11.3.7.1 Description

The washing of Builder's vehicles and equipment is not permitted on the property and must be carried out elsewhere.



#### 11.3.7.2 Breach

The Builder will be fined R500,00 per offence.

#### 11.3.8 Fires

##### 11.3.8.1 Description

No fires will be allowed on any part of the Property including the erf. The Builder is to provide at least two fully operational fire extinguishers which must be on site at all times.

##### 11.3.8.2 Breach

- The Builder will be fined R1 000,00 per offence.
- The Builder will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

#### 11.3.9 Smoking

##### 11.3.9.1 Description

The builder shall ensure that his employees do not smoke on the Property except within a five-metre radius of a portable fire extinguisher.

##### 11.3.9.2 Breach

The Builder will be fined R150,00 per offence.

#### 11.3.10 Ablution facilities

##### 11.3.10.1 Description

Builders must make adequate provision for potable water and temporary toilets located on the erf for the use of their employees until such time as the water and sewer reticulation systems are available.

##### 11.3.10.2 Breach

- The Builder will be denied access to the Property until such time as this obligation is complied with.
- In addition the Builder will be fined R500,00 per violation.

#### 11.3.11 Screening of building sites

##### 11.3.11.1 Description

The Builder shall screen off the erf with a 1,8m high black shade netting screen in the following circumstances, (i) where there is no screening wall between the site under construction and the adjacent property, (ii) at the direction of the ASSOCIATION.

#### 11.3.11.2 Breach

The Builder will be denied access onto the Property until such screening structures are in place.

#### 11.3.12 Hours of Work

##### 11.3.12.1 Description

Builders may only be present on the Property during the following public time hours:

Normal Working days	06:30 to 18:00
Saturdays	08:00 to 14:00

##### 11.3.12.2 Breach

- Builders will be escorted from the Property by security during private times.
- In addition the Builder will be fined R500,00 per transgression.

#### 11.3.13 Permission to work during private times

##### 11.3.13.1 Description

Builders are not allowed on the Property on Sundays and public holidays, or outside the public times listed above, without the written permission of ASSOCIATION as these days are considered to be private time. Special applications for Builders to carry out works on their erf during private time must be lodged with ASSOCIATION at least one week prior to the private time activity.

##### 11.3.13.2 Breach

As for 11.3.11.2 above.

#### 11.3.14 Watchman

##### 11.3.14.1 Description

No employees will be allowed to remain on site during private time.

##### 11.3.14.2 Breach

As for 11.3.11.2 above.

#### 11.3.15 Vehicle Sizes Allowed

##### 11.3.15.1 Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Property.

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Only fixed axle design vehicles will be allowed.

Maximum length	= 9.1m
Maximum Width	= 2.6m
Maximum gross mass	= 20,000kg
Maximum axle weight	= 8,000kg

#### 11.3.15.2 Breach

Vehicles larger than above will be denied access to the Property by the ASSOCIATION.

### 11.3.16 Deliveries to Builders

#### 11.3.16.1 Description

- Builders will at all times be responsible for the compliance of delivery personnel with the contents of this Agreement.
- The Builder shall ensure that all delivery times will be limited to public times as defined under 11.3.11.1 above.
- The Builder shall ensure that the size of delivery vehicles is limited as defined under 11.3.14.1 above.
- The Builder shall ensure that deliveries to the building site take place only from the street frontage of the site. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 11.3.21.1 below.
- The Builder shall advise the entrance security staff in the morning of the details of the deliveries expected that day.

#### 11.3.16.2 Breach

Penalties levied on the Builder will be the same as if the Builder's employees were guilty of the transgression.

### 11.3.17 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular sensitive way.

#### 11.3.17.1 Description

The Builder shall ensure that drivers of concrete delivery vehicles are briefed on the conditions of this document.

#### 11.3.17.2 Breach

- Drivers found contravening the Property rules and regulations will escorted off the Property and refused access to the Property by the ASSOCIATION.
- The Owner and/or Builder will be liable for penalties incurred by a concrete delivery vehicle.

### **11.3.18 Washing of Concrete Delivery Vehicles**

#### **11.3.18.1 Description**

The washing off of premixed concrete delivery vehicles must not take place within the Property. Under no circumstances may concrete be spilled onto the road surface and the Builder will be held responsible for the repair to the road if this occurs.

#### **11.3.18.2 Breach**

The Builder will be fined R500,00 per offence in addition to the costs of repairing the road.

### **11.3.19 Storage Sheds/Huts**

#### **11.3.19.1 Description**

The Builder will be allowed to erect green storage sheds/huts within the boundaries of the erf and to a maximum height of 2,4m above ground level. The position of such structures must be indicated on the site diagram, which must be approved by ESO/ASSOCIATION in terms of item 11.3.21.1 below.

#### **11.3.19.2 Breach**

The Builder will be instructed to remove any structures that do not conform to this regulation.

### **11.3.20 Security**

#### **11.3.20.1 Description**

- The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Property during private times.
- Security personnel control access to the Property and the Builder must at all times adhere to their security rules.
- Personnel and subcontractors of the Builder must at all times be in possession of an access pass, which will be issued by the Builder. The pass may only be valid for the period that the subcontractor is required to be on the Property and must be renewed monthly.
- Personnel must be transported by vehicle to the relevant erf and will not be allowed to walk from one erf to another.
- The security personnel must sign in all Builder vehicles entering the Property. Each erf will be allowed a maximum of two vehicles on the property so as not to cause disruption to vehicular movement and damage to road verges.

#### 11.3.20.2 Breach

- Any member of Builder's staff not adhering to this regulation will be removed from the Property.
- In addition the Builder will be fined R150,00 per transgression.

#### 11.3.21 Speed Limit

##### 11.3.21.1 Description

For security and safety reasons the speed limit on the Property for all vehicles is 35 kmh. The Builder shall ensure that his employees, subcontractors and delivery vehicles adhere to this rule.

##### 11.3.21.2 Breach

The Builder will be fined an amount of R500,00 per transgression. Continuous non-compliance will result in the Builder being expelled from the Property.

#### 11.3.22 Building Plan Controls

##### 11.3.22.1 Description

- The Builder must ensure that the signed approved building plan is available at all times for inspection by the ASSOCIATION.
- Any variations to the approved building plan must be submitted to ASSOCIATION for signed approval and may only be implemented once the approved variation is available to the Builder.
- Prior to commencing with the house construction works the Builder must (i) set out the foundations for inspection and approval by the ASSOCIATION; (ii) confirm the height of buildings with the ASSOCIATION; (iii) set out and confirm the form of driveway with the ASSOCIATION; (iv) provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries.
- The Builder must make application to ASSOCIATION for the issuing of a Plinth Certificate, to ensure that the correct overall height of the building is maintained. This certificate must be issued prior to the commencement of the construction of the superstructure.

##### 11.3.22.2 Breach

- The Builder will be denied access to the Property until the above documentation is in place.
- The Builder will be instructed by the ASSOCIATION to remove any structures that do not conform to approved plans.

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### **11.3.23 General Controls**

#### **11.3.23.1 Description**

One representative of each Builder is expected to attend a weekly site meeting to discuss general issues relating to work on the Property.

#### **11.3.23.2 Breach**

The Builder will be fined an amount of R250,00 for not attending the site co-ordination meetings.

### **11.3.24 Roads and Road Verges**

#### **11.3.24.1 Description**

- Builders must ensure that the road in front of their erf is at all times swept clean to the satisfaction of the ESO and ASSOCIATION.
- Builders must ensure that the kerbs and sidewalks in front of their erf are adequately protected from damage by the house construction works.
- The Builder shall ensure that all building materials are stored on the erf. Special permission may be obtained from ASSOCIATION to neatly store some material on the road verge directly in front of the erf.

#### **11.3.24.2 Breach**

- The Builder will be fined R150,00 per day for unswept roads.
- The Builder will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his house construction works.

## **11.4 MONTHLY BUILDING MANAGEMENT LEVY**

11.4.1 To cover the administration costs relating to the housing delivery process each Builder will be levied a monthly building management levy which must be paid by the 1<sup>st</sup> of every month and is to be paid in advance.

11.4.2 It is herewith recorded that the monthly levy is currently set at R570.00 (VAT included) per month and is subject to review by the Trustees from time to time.

## **11.5 PAYMENT OF FINES**

#### **11.5.1 Description**

- All monies owing to ASSOCIATION must be paid on the Monday following the fine.
- The ASSOCIATION will keep separate management and accounting records for these fines and ensure that monies from fines are used to repair environmental damage only.

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### 11.5.2 Breach

- In the event of the Builder failing to pay fine in time the Builder will be denied access onto the Property.
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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **12. WATER RESOURCES MANAGEMENT OEMP**

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## 12 WATER RESOURCES MANAGEMENT OEMP

### 12.1 Guiding philosophy

The Kenrock Country Estate requires the management of various drainage features on the site and the control of storm water and run-off from the site. With the steep gradients on the property the correct approach to dealing with water management is essential.

It is the responsibility of the ASSOCIATION to ensure that all maintenance and/or construction activities performed in dams and streams on the estate are performed in accordance with the Environment Conservation Act (Act 73 of 1989), the Water Act (Act 54 of 1956 with the amendments), and other relevant legislation and that proper approvals are obtained from the relevant authorities for these activities.

### 12.2 Storm Water Management Guidelines

Kenrock Country Estate receives high winter rainfall, the volume of which has the ability to cause significant erosion to the property if it is allowed to flow on and from the site unchecked.

The civil engineering services of Kenrock Country Estate, including the storm water system, are designed and installed according to the ASSOCIATION'S specifications. Once complete and inspected, the ASSOCIATION will be responsible for the upkeep and maintenance of the storm water system that serves Kenrock Country Estate.

**The ASSOCIATION** plays an important role in maintaining and keeping all informal and aboveground water flows, the drainage lines and the dams in a condition that promotes the orderly discharge of storm water through the municipal storm water system. ASSOCIATION is also to ensure that all works in dams and streams are undertaken in accordance with the relevant legislation, and with the necessary authority approvals.

### 12.3 Erosion Control

Kenrock Country Estate has a relatively steep gradient and high winter rainfall, which can lead to erosion damage. Although most of the storm water that is generated on the site will be adequately catered for in the formal storm water system and the established drainage lines, there will be certain areas that are exposed to erosion (particularly during construction of the first private dwellings).

It is essential that erosion control be prioritised on all new development of homes on private erven. Storm water management to prevent the occurrence of erosion on private plots is the responsibility of each individual landowner and the ASSOCIATION.

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## **12.4 Method Statement WR 01 - water resources management**

### **12.4.1 WR 1 Scope of this Method Statement**

This Method Statement describes procedures to be followed by Property Owners and the ASSOCIATION for the management of the Estate's water resources.

### **12.4.2 WR 2 Responsible parties for implementation and monitoring**

- **Property owner** - responsible for implementing on their private property
- **ASSOCIATION** - responsible for ensuring compliance by the Property Owner with this Method Statement and for implementing it on Open Space areas.

### **12.4.3 WR 3 Prohibitions**

- No rubble or rubbish of any nature whatsoever shall be buried anywhere on the Estate.
- No paints or any other chemicals shall be disposed of anywhere except at a licensed landfill site.
- No cement, concrete, mortar, plaster, etc shall be mixed on the ground or on any road surface under any circumstances.
- No cement, concrete, mortar, plaster, etc wastes or washings are to be disposed of anywhere on the Estate.
- The fouling of any Estate road with any substance by any person is prohibited.
- Abluting anywhere on the Estate except in a toilet is forbidden.
- No pet excrement shall be left in any Private Open Space or on any Estate road or verge.
- No plastics, papers or any other garbage shall be permitted to blow off the erf under construction.
- No substance of any nature (including pool backwash water and soapy car washing water) is to be allowed to enter any stormwater drainage system or water resource.
- No French drains or foul water soak-aways are permitted anywhere within the Estate.
- No wastes of whatever nature are permitted to be placed or dumped on any Estate road or verge or in any Private Open Space.
- No indigenous plant in or on the banks of any water resource shall be removed.
- No indigenous animal shall be caught, trapped, snared, killed or injured in any manner by any person.
- No boreholes are permitted.
- Any person shall interfere with no seep or wetland area.
- No river, stream, spring, etc shall be dammed, diverted or interfered with in any manner by any person.
- The introduction by any person of any non-indigenous aquatic species into any water resource is prohibited. The recommended indigenous fish species are listed under Annexure 5.
- No temporary shall be erected, placed or constructed within 15m of any water resource without the express permission of the ASSOCIATION.

#### **12.4.4 WR 4 Penalties for non-compliance**

The offender shall be liable for a fine of R500 for each contravention **and** for all costs incurred in rectifying the situation caused. The penalty shall be paid by the Property Owner to the ASSOCIATION and shall not, in any way, absolve the offender from prosecution in terms of any law.

### **12.5 Method Statement WRK 01 - water resources management by the ASSOCIATION**

#### **12.5.1 WRK 1 Scope of this Method Statement**

This Method Statement describes procedures to be followed by the ASSOCIATION for the management of the Estate's water resources.

#### **12.5.2 WRK 2 Responsible parties for implementation and monitoring**

- ASSOCIATION - responsible for implementing it on Estate property.

#### **12.5.3 WRK 3 Management requirements**

The ASSOCIATION shall ensure that:

- construction activities on Kenrock Country Estate (especially construction of private homes) do not lead to blockages or disruption of the Estate or municipal storm water system.
- erosion that could block the storm water system on site is minimised.
- the dam walls are regularly inspected for damage and that it these are capable of handling conditions of flooding (spillways must be intact).
- private landowners direct stormwater runoff from their properties so that it enters the Estate's stormwater system without causing any damage or erosion.
- litter traps have been installed at the stormwater outlets from the site.
- all litter traps are maintained and cleaned regularly, as required.
- Silt and sand, etc is regularly removed from the dams and other underground stormwater drainage systems.
- no trees are planted on dam walls.
- the control of moles is carried out on dam walls as required.
- no fertilisers are applied to the banks of the dams.
- suitable indigenous fish species, as listed in Annexure 4 are introduced into the dams.

- suitable safety signage and other safety mechanisms are in place and maintained to prevent small children falling into the dams.
  - no swimming is permitted in the dams.
  - benches and paths around the dams are suitably maintained.
  - an annual inspection of the dam walls and spillways is undertaken.
  - an independent Civil Engineer is consulted with regard to dam wall safety every five years.
  - the encroachment of aquatic vegetation into and onto the dams is controlled on a continuous basis.
  - the ASSOCIATION shall ensure compliance with the landscaping procedures around the dams.
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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **13. WILDFIRE PREVENTION OEMP**

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## 13 WILDFIRE PREVENTION OEMP

### 13.1 Guiding philosophy

In six days in January 2000, over 9 000 hectares of vegetation burned in an uncontrollable wildfire which swept through the southern end of the Cape Peninsula. Had the winds not been as kind, the fire could have become the most expensive fire in the history of the country and caused a catastrophe on an unprecedented scale. In the wake of the fire came flooding and mudslides which damaged property which had escaped the fire.

As a direct result of the "Millennium" fire, the mainly privately sponsored and State supported Ukuvuku "Operation Firestop" was initiated.

In order to give some context to the following points, it may be instructive to attempt understand the main points of fynbos ecology and the effects of fire on it.

Fynbos is prone to fire and is adapted to it; without occasional fire, fynbos becomes senescent and species diversity of plant communities becomes impoverished.

Adaptations to fire include the following fire-stimulated features: seed release, seed germination, new vegetative growth and flowering.

Fire in fynbos naturally occurs with a frequency of at least once every four to 40 years. Fire with a frequency of less than four years or more than every 40 years leads to changes in fynbos plant communities e.g. the dominance of fynbos by a few large *Protea* family species and a concomitant reduction in species diversity.

Fire is an essential component to the maintenance of healthy, vigorous and diversified fynbos; many fynbos species require fire for reproductive success.

To illustrate the above, almost 90% of *Leucadendron* species and two-thirds of *Leucospermum* and *Protea* species are unable to release their seeds without the influence of fire.

Fire clears all undergrowth, dead branches and leaves, returning the nutrients in this plant material back to the soil as ash, and killing many seed-eating animals. With a cleared, fertilised soil free of competing plants and seed-eating animals, many fynbos species shed their seeds into ideal germinating conditions. These results in a greatly increased species diversity and richness post-fire compared to the situation pre-fire.

In the event of fire, the City of Cape Town Fire and Rescue Service is to be immediately contacted. Fires in the mountain are to be reported to the City of Cape Town Fire and Rescue Service in the first instance: this Service is responsible for fires on the mountain to a distance of 100m around the Estate. The Fire Service will assess which other role players, such as Cape Peninsula National Parks or City of Cape Town Parks and Bathing Amenities also need to respond to the fire.

Recommended fire fighting measures are contained in Annexure 5 to this document.

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### **13.2 Method Statement WF 01 - wildfire prevention**

#### **13.2.1 WF 1 Scope of this Method Statement**

This Method Statement describes procedures to be followed by property owners and the ASSOCIATION to prevent the occurrence of wild fires.

#### **13.2.2 WF 2 Responsible parties for implementation and monitoring**

- **Property owner** - responsible for fire prevention measures on his/her private property
- **ASSOCIATION** - responsible for fire prevention measures on the Estate and for monitoring compliance by Property Owners with the "no burning" rule.

#### **13.2.3 WF 3 Prohibition on the making of fires**

No fires, with the exception of controlled and supervised braai fires, shall be lit on the Estate.

#### **13.2.4 WF 4 Penalties for non-compliance**

- The offender shall be liable for all costs incurred in extinguishing the fire and for all costs and liabilities for any damage caused by the fire.

### **13.3 Method Statement WF 02 – maintain firebreak on CPNP boundary**

#### **13.3.1 WFB 1 Scope of this Method Statement**

This Method Statement describes procedures to be followed by the ASSOCIATION to maintain a firebreak along the outside of the estate's northern boundary fence.

#### **13.3.2 WFB 2 Responsible parties for implementation and monitoring**

- **ASSOCIATION** - responsible for the implementation of the maintenance procedures relating to the firebreak on the CPNP boundary.

#### **13.3.3 WFB 3 Removing of alien vegetation and trimming of indigenous vegetation**

- The association will be responsible to remove all alien vegetation for a strip of at least a width of 15m measured from the fence into the CPNP area, as well as to keep the indigenous vegetation trimmed to a height of no more than 1m.

# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **14. GENERAL WASTE MANAGEMENT OEMP**



## 14 GENERAL WASTE MANAGEMENT OEMP

### 14.1 Guiding philosophy

The design philosophy of Kenrock Country Estate is one of high quality country living, set on the lower slopes of the mountains of the Cape Peninsula National Park. The developer has throughout gone to great lengths to ensure a minimal impact of the development on the natural environment.

It is incumbent, therefore, on each owner and the ASSOCIATION to continue this ethic by the minimising of wastes and the active prevention of them becoming a nuisance to other owners, the environment and adjacent landowners.

The Department of Environmental Affairs and Development Planning has instituted a policy of wastes reduction, reuse and recycling, with which the City of Cape Town has concurred.

### 14.2 Method Statement GW 1 – General Waste Management

#### 14.2.1 GW 1 Scope of this Method Statement

This Method Statement describes procedures to be followed by Property Owners and the ASSOCIATION for the management of wastes.

#### 14.2.2 GW 2 Responsible parties for implementation and monitoring

- **Property owner** - responsible for implementing on their private property
- **ASSOCIATION** - responsible for ensuring compliance by the Property Owner with this Method Statement and for implementing it on Estate property.

#### 14.2.3 GW 3 Prohibitions

- No garbage or garden wastes shall be disposed of by burning.
- No rubble or rubbish of any nature whatsoever shall be buried anywhere on the Property.
- No paints or any other chemicals shall be disposed of anywhere except at a licensed landfill site.
- No cement, concrete, mortar, plaster, etc shall be mixed on the ground or on any road surface under any circumstances.
- No cement, concrete, mortar, plaster, etc wastes or washings are to be disposed of anywhere on the Property.
- The fouling of any Property road with any substance by any person is prohibited.
- Abluting anywhere on the Property except in a toilet is forbidden.
- No pet excrement shall be left in any Private Open Space or on any Property road or verge.
- No plastics, papers or any other garbage shall be permitted to blow off the erf under construction.
- No substance (including pool backwash water and soapy car washing water) is to be allowed to enter any stormwater system.
- No French drains or foul water soak-aways are permitted anywhere within the Property.

- No wastes of whatever nature are permitted to be placed or dumped on any Property road or verge or in any Private Open Space.

#### 14.2.4 GW 4 Penalties for non-compliance

The offender shall be liable for a fine of R500 for each contravention **and** for all costs incurred in rectifying the situation caused. The penalty shall be paid by the Owner to the ASSOCIATION and shall not, in any way, absolve the offender from prosecution in terms of any law.

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## **ANNEXURE 1**

### **MANAGER'S TABLE: IMPLEMENTATION AND MONITORING REQUIREMENT CHECKLIST**

ACTION TO BE UNDERTAKEN	CONTROLLING METHOD STATEMENT	IMPLEMENTATION BY	FREQUENCY OF IMPLEMENTATION	MONITORING BY	FREQUENCY OF MONITORING
Construction activities do not lead to blockages or disruption of the Estate storm water system.	WR 02	KHOA	ad hoc	ESO	Monthly
Litter traps have been installed at the stormwater outlets from the site.	WR 02	KHOA	ad hoc	ESO	Monthly AND after each rain event
The control of moles is carried out on dam walls as required.	WR 02	KHOA	ad hoc	ESO	Monthly
Suitable indigenous fish species which are found in the catchment are introduced into the dams.	WR 02	KHOA	ad hoc	Specialist	Ad hoc
In the event of a fire occurring the KHOA is to notify the fire brigade and the SA National Parks Board.	WF 01	KHOA	Ad hoc	ESO	Ad hoc
No rubble or rubbish of any nature whatsoever shall be buried anywhere.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous





No rubble or rubbish of any nature whatsoever shall be buried anywhere.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No paints or any other chemicals shall be disposed of anywhere except at a licensed landfill site.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No cement, concrete, mortar, plaster, etc shall be mixed on the ground or on any road surface under any circumstances.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No cement, concrete, mortar, plaster, etc wastes or washings are to be disposed of anywhere on the Estate.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
The fouling of any Estate road with any substance by any person is prohibited.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
Abluting anywhere on the Estate except in a toilet is forbidden.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No pet excrement shall be left in any Open Space or on any Estate road or verge.	GW 01	Property Owner	Continuous	KHOA	Continuous

No plastics, papers or any other garbage shall be permitted to blow off the erf under construction.	GW 01	Property Owner	Continuous	KHOA	Continuous
No substance of any nature (including pool backwash water and soapy car washing water) is to be allowed to enter any stormwater system or water resource.	GW 01	Property Owner	Continuous	KHOA	Continuous
No French drains or foul water soak-aways are permitted anywhere within the Estate.	GW 01	Property Owner	Continuous	KHOA	Continuous
No wastes of whatever nature are permitted to be placed or dumped on any Estate road or verge or in any Open Space.	GW 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No indigenous plant in or on the banks of any water resource shall be removed.	TP 02	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No indigenous animal shall be caught, trapped, snared, killed or injured in any manner by any person.		Property Owner and KHOA	Continuous	KHOA and ESO	Continuous
No boreholes are permitted.	WR 01	Property Owner and KHOA	Continuous	KHOA and ESO	Continuous

No seep or wetland area shall be interfered with by any person.	WR 01	Property KHOA	Owner and	Continuous	KHOA and ESO	Continuous
No river, stream, spring, etc shall be dammed, diverted or interfered with in any manner by any person.	WR 01	Property KHOA	Owner and	Continuous	KHOA and ESO	Continuous
The introduction by any person of any non-indigenous aquatic species into any water resource is prohibited.	WR 01	Property KHOA	Owner and	Continuous	KHOA and ESO	Continuous
No temporary structure erected, placed or constructed within 15m of any water resource without the express permission of the KHOA.	WR 01	Property KHOA	Owner and	Continuous	KHOA and ESO	Continuous
No formal or manicured gardens are allowed within the 1:100-year floodlines along the streams	WR 01	Property KHOA	Owner and	Continuous	KHOA and ESO	Continuous
Eradication of invasive alien plants	TR 01	KHOA and Property Owner	Owner and	Continuous	KHOA and ESO	Continuous
Erosion that could block the storm water system on site is minimised.	WR 02	KHOA		Continuous	ESO	Monthly
Private landowners direct stormwater runoff from their properties so that it enters the Estate's	WR 02	KHOA		Continuous	ESO	Monthly

stormwater system without causing any damage or erosion.						
All litter traps are maintained and cleaned regularly, as required.	WR 02	KHOA	Continuous	ESO		Monthly
No trees are planted on dam walls.	WR 02	KHOA	Continuous	ESO		Monthly
No fertilisers are applied to the banks of the dams.	WR 02	KHOA	Continuous	ESO		Monthly
Suitable safety signage and other safety mechanisms are in place and maintained to prevent small children falling into the dams.	WR 02	KHOA	Continuous	ESO		Monthly
No swimming is permitted in the dams.	WR 02	KHOA	Continuous	ESO		Monthly
Benches and paths around the dams are suitably maintained.	WR 02	KHOA	Continuous	ESO		Monthly
An annual inspection of the dam walls and spillways is undertaken.	WR 02	KHOA	Continuous	Engineer		annually
An independent Civil Engineer is consulted with regard to dam wall safety every five years.	WR 02	KHOA	Continuous	Engineer		Annually
The encroachment of aquatic vegetation into and onto the dams is controlled on a continuous basis.	WR 02	KHOA	Continuous	ESO		Monthly
The Association is to be informed of the	WR 02	KHOA	Continuous	ESO		Monthly



landscape procedures around the dams.						
Eradication of invasive alien plants is underway	TR 01	KHOA	Continuous	ESO	Monthly	
All residents informed about the fire contingency plan.	WF 01	KHOA	Continuous	ESO	Monthly	
Key management personnel allocated specific tasks in the fire contingency plan.	WF 01	KHOA	Continuous	ESO	Ad hoc	
The necessary signage as well as a graphic illustration of the fire contingency plan is mounted in a clearly visible section of the Gatehouse.	WF 01	KHOA	Continuous	ESO	Monthly	
All fire fighting equipment is serviced regularly, to ensure that it remains in good working order.	WF 01	KHOA	Continuous	Specialist	Monthly	
The KHOA has implemented and kept up to date the fire contingency plan and the allocation of specific tasks to members of its staff during an emergency fire situation.	WF 01	KHOA	Continuous	ESO	Monthly	
The necessary fire emergency signage are erected and maintained by the KHOA.	WF 01	KHOA	Continuous	ESO	Monthly	

The dam walls are regularly inspected for damage and that it these are capable of handling conditions of flooding (spillways must be intact).	WR 02	KHOA	Monthly	Engineer	Annually
Planting of indigenous trees	TP 01	KHOA and Property owner	Annually	KHOA and ESO	Annually
An annual inspection of all fire fighting equipment has been arranged with an independent expert.	WF 01	KHOA	Annually	Specialist	Annually

The ASOCIATION is to complete the "Compliance Checklist" for each property on the Estate at the monitoring intervals prescribed in this table.




 7  


## **ANNEXURE 2**

### **AUDITOR'S COMPLIANCE CHECKLIST**

8  
14

ACTION TO BE UNDERTAKEN	CONTROLLING METHOD STATEMENT	AUDITOR'S COMMENTS	AUDITED BY	SIGNATURE AND DATE OF AUDITOR
No rubble or rubbish buried anywhere.	GW 01			
No paints or any other chemicals illegally disposed of	GW 01			
No cement, concrete, mortar, plaster, etc mixed on the ground or on any road surface.	GW 01			
No cement, concrete, mortar, plaster, etc wastes or washings disposed of anywhere on the Estate.	GW 01			
No fouling of any Estate road with any substance present.	GW 01			
Abluting anywhere on the Estate except in a toilet not observed.	GW 01			
No pet excrement present in any Private Open Space or on any Estate road or verge.	GW 01			
No plastics, papers or any other garbage present.	GW 01			

No substance of any nature (including pool backwash water and soapy car washing water) present in stormwater system or water resource.	GW 01			
No French drains or foul water soak-aways present.	GW 01			
No wastes of whatever nature dumped on any Estate road or verge or in any Private Open Space.	GW 01			
No indigenous plant in or on the banks of any water resource removed.	TP 02			
No indigenous animal caught, trapped, snared, killed or injured in any manner by any person.				
No boreholes sunk.	WR 01			
No seep or wetland area interfered with	WR 01			
No river, stream, spring, etc dammed, diverted or interfered with.	WR 01			
No non-indigenous aquatic species introduced into any water resource.	WR 01			





No temporary or permanent structure erected, placed or constructed within 15m of any water resource without the express permission of the KHOA.	WR 01			
No formal or manicured gardens within the 1:100-year floodlines along the streams	WR 01			
Planting of indigenous trees occurred	TP 01			
Eradication of invasive alien plants underway	TR 01			
The Local Authority has access to the Estate to inspect, maintain or repair the storm water system as required	WR 02			
The Local Authority is informed as soon as repairs or maintenance to the storm water system are required.	WR 02			
Construction activities have not lead to blockages or disruption of the Estate or municipal storm water system.	WR 02			





Erosion that could block the storm water system on site has been minimised.	WR 02			
The dam walls are regularly inspected for damage and capable of handling conditions of flooding (spillways are intact).	WR 02			
Private landowners direct stormwater runoff from their properties so that it enters the Estate's stormwater system without causing any damage or erosion.	WR 02			
The Council is notified of any problems with the stormwater system as these occur or are pending, rather than waiting for Council to deal with the problem following their next inspection of the system.	WR 02			
Litter traps have been installed at the stormwater outlets from the site.	WR 02			
All litter traps are maintained and cleaned regularly, as required.	WR 02			





No trees are planted on dam walls.	WR 02				
The control of moles is carried out on dam walls as required.	WR 02				
No fertilisers are applied to the banks of the dams.	WR 02				
Suitable indigenous fish species which are found in the catchment are introduced into the dams.	WR 02				
Suitable safety signage and other safety mechanisms are in place and maintained to prevent small children falling into the dams.	WR 02				
No swimming is permitted in the dams.	WR 02				
Benches and paths around the dams are suitably maintained.	WR 02				
An annual inspection of the dam walls and spillways is undertaken.	WR 02				
An independent Civil Engineer is consulted with regard to dam wall safety every five years.	WR 02				
The encroachment of aquatic vegetation in and on the dams is controlled on a continuous basis.	WR 02				







The appointed Landscaping Contractor is informed of the landscaping procedures around the dams.	WR 02			
Eradication of invasive alien plants occurs	TR 01			
All residents informed about the fire contingency plan.	WF 01			
Key management personnel allocated specific tasks in the fire contingency plan.	WF 01			
The necessary signage as well as a graphic illustration of the fire contingency plan is mounted in a clearly visible section of the Gatehouse.	WF 01			
All fire fighting equipment is serviced regularly, to ensure that it remains in good working order.	WF 01			
An annual inspection of all fire fighting equipment has been arranged with an independent expert.	WF 01			





In the event of a fire occurring the Estate Manager is to notify the fire brigade and the SA National Parks Board.	WF 01			
The KHOA has implemented and kept up to date the fire contingency plan and the allocation of specific tasks to members of its staff during an emergency fire evacuation.	WF 01			
The necessary fire emergency signage has been erected and maintained by the KHOA.	WF 01			





## **ANNEXURE 3**

### **RECOMMENDED TREE SPECIES**

## 1.1 Shrubs

- *Agapanthus* sp
- *Agathosma ovata* (buchu)
- *Aristea major*
- *Chondropetalum tectorum* ('dekriet')
- *Chrysanthemoides monilifera*
- *Coleonema pulchrum* / *pulchellum* / *album* (confetti bush)
- *Dietes grandiflora* / *bicolour* (wild iris)
- *Elegia capensis* (broom reed)
- *Erica capensis* / *mammosa* / *sessiflora* / *coccinea* / *abietina*
- *Eriocephalus africanus* (wild rosemary)
- *Felicia amelloides* / *filifolia* (blue daisy)
- *Limonium perezzi* (statice)
- *Leucadendron xanthoconus* / *saligum*
- *Leucospermum cordifolium* / *tottum* (pincushion)
- *Lobostemon fruticosus* / *montanus*
- *Metalasia muricata* ('blombos')
- *Pelargonium* sp (geranium)
- *Plectranthus fruticosus* / *saccatus* / *ecklonii*
- *Plumbago auriculata*
- *Podalyria calyptrate* (sweetpea bush)
- *Polygala myrtifolia* (bloukappies)
- *Protea* sp (*P. repens*, *P. coronata*)
- *Psoralea pinnata*
- *Salvia chamelaeagnea* (blue wild sage)
- *Senecio elegans*

## 1.2 Trees

- *Brabejum stellatifolium*
- *Chionanthus foveolatus* (bastard ironwood)
- *Cunonia capensis* (butterspoon tree / 'rooiels')
- *Curtisia dentata*
- *Ekbergia capensis* (Cape ash)
- *Kiggelaria africana* (wild peach)
- *Nuxia floribunda* (forest bride bush, eastern Cape)
- *Olea europaea subs Africana* (wild olive)
- *Podocarpus latifolius*
- *Sideroxylon inerme* (milkwood)
- *Syzigium cordatum* (waterberry)
- *Tarchonanthus camphorates* (camphor tree)
- *Virgilia oroboides*

B  
M

# **ANNEXURE 4**

## **INDIGENOUS FISH SPECIES**

B  
J M

These fish will help with the control of aquatic insects (including mosquitoes) and will attract bird life to Kenrock Country Estate.

Under guidance of a freshwater biologist these fish species could include:

- Witvis (*Barbus andrewii*),
- Cape Galaxias (*Galaxias zebratus*),
- Banded Tilapia (*Tilapia sparrmanii*) and
- Cape Kurper (*Sandelia capensis*).

**NB:** Fish species such as:

- Bass (*Micropterus salmoides* and *M. dolomieu*),
- Bluegill Sunfish (*Lepomis macrochirus*),
- Common Carp (*Cyprinus carpio*)

and other exotic species may not be introduced under any circumstances.

## **ANNEXURE 5**

### **EMERGENCY PLANNING RECOMMENDATIONS**

## **Risk assessment of Erf 6024, Hout Bay**

On 1 October 2002, a visit was made to the property. The following recommendations are offered for consideration and implementation by the KPOA:

### **1. Full-time employees**

At least one full-time employee of the Estate, in a management position, should be sent on a course consisting of the following elements:

- Warden's course;
- Implementation of an Emergency Plan;
- Fire Prevention;
- Dealing with bomb threats;
- Evacuation procedures;
- Emergency communications procedures;
- Medical incidents;
- Basic Bush Fire-fighting and fire extinguishers;

It is also recommended that any ground staff who are full-time on the Estate should attend a Basic Bush Fire-fighting course to be trained in first aid bush fire fighting and to learn how to handle the fire fighting equipment of the Estate.

### **2. Recommended fire-fighting equipment**

In addition to the statutory type and number of fire extinguishers to be installed as per the requirements of the Council's Fire Safety officer, it is strongly recommended that the following fire equipment be purchased to fight structural and bush fires:

- **Personal protective Equipment**
- Hard hat;
- Safety goggles;
- Fireproofed cotton overalls/bush fire tunics;
- Safety boots/fire boots;
- Anti-flash hood;
- Thick gloves;
- Disposable dust masks.

Each person trained as a first response fire-fighter should be equipped with the above gear.

- **Fire-fighting equipment**
- 6 x rakehoes;
- 6 x bush-beaters;
- 6 x 64mm hose;
- 6 x 45mm hose;
- 6 x 38mm hose;
- 3 AWG branches;
- 3 x dividing breeches with stop-cocks;
- 3 x standpipes and keys, with spare false spindles.

The above equipment and training will allow for a great degree of fire protection of the Estate from bush fire threats. The training will enable a rapid response and "first responder" action until the professional fire services arrive to take over.



### **3. Contingency Plans**

Once the Estate is running and staffing issues have been addressed, the abovementioned courses can start. Council's Disaster Management Department will be happy to assist in the drawing up and testing of the Contingency Plans through practical exercises on the Estate with the ASSOCIATION's trained personnel.

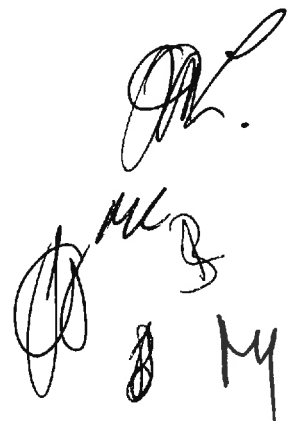
The above training, and any advice, is available from the City of Cape Town - South Peninsula Administration's Disaster Management Officers. They can be contacted at tel: 021 797 9815 or fax: 021 797 0604.

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# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 2**

### **AGREEMENT 1: COUNCIL AND ASSOCIATION**

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## **ENVIRONMENTAL AGREEMENT in respect of the house construction works**

made and entered into between

**the CITY OF CAPE TOWN**

herein represented by

**JOHN CHRISTOPHER SULLIVAN**

in his capacity as  
**EXECUTIVE DIRECTOR: URBAN AND ENVIRONMENTAL SERVICES (SOUTH  
PENINSULA ADMINISTRATION),**  
duly authorised hereto  
(hereinafter referred to as "the COUNCIL")

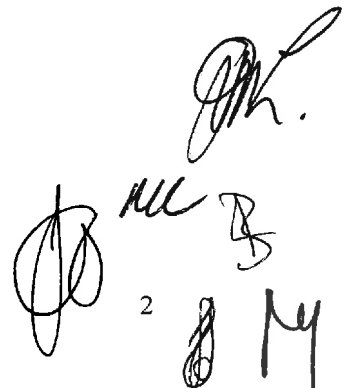
**AND**

**KENROCK HOMEOWNERS' ASSOCIATION**

herein represented by

.....

(in his capacity as ....., duly authorised hereto)  
(hereinafter referred to as "the ASSOCIATION")

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## 1 DEFINITIONS

1.1 Throughout this Agreement the following terms shall have the indicated defined meanings in each case:

1.1.1 **"Association"** means the Kenrock Homeowners Association;

1.1.2 **"Builder"** means:

1.1.2.1 the main contractor as engaged by the Owner from time to time for the execution of the works including all sub-contractors appointed by the main contractor of his own volition for the execution of parts of the works;

1.1.2.2 any other contractor from time to time engaged by the Owner directly in connection with any part of the works which is not a nominated sub-contractor to the main contractor;

1.1.3 **"common property"** bears the meaning ascribed to it under paragraph 1.1.6 of the Constitution of the ASSOCIATION.

1.1.4 **"Construction OEMP"** means the section of the OEMP, attached as Annexure 1, which controls the works in connection with the House Construction in such a way as to ensure that such works does not result in undue or reasonably avoidable adverse impacts on the environment or environmental damage;

1.1.5 **"Council"** means the City of Cape Town, its successors in title or assigns;

1.1.6 **"days"** means the days of the week excluding Sundays and legal public holidays;

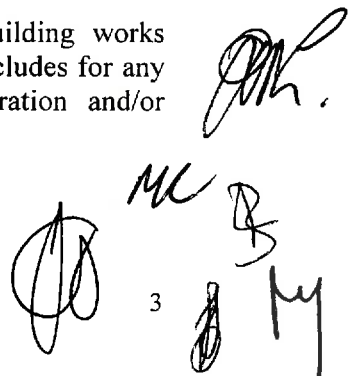
1.1.7 **"Environmental Control Officer"** (ECO) means a suitably environmentally qualified official of the Council designated to oversee the protection of the environment which could potentially be affected by the development;

1.1.8 **"Environmental Damage"** means any damage caused by the works to the environment, except as foreseen in the Construction OEMP and in respect of which no remedial action is required;

1.1.9 **"Environmental Site Officer"** (ESO) means a qualified independent environmental manager to be appointed by the owner prior to commencement of the works on an erf, to oversee the implementation of the Construction OEMP and this agreement until the completion of the works on the site;

1.1.10 **"Erf"** means one of the residential erven that forms part of the Property;

1.1.11 **"House Construction"** means all activities, including building works relating to the construction of a new house on an erf, and includes for any and all works relating to the renovation, addition, alteration and/or amending of an existing house on an erf;



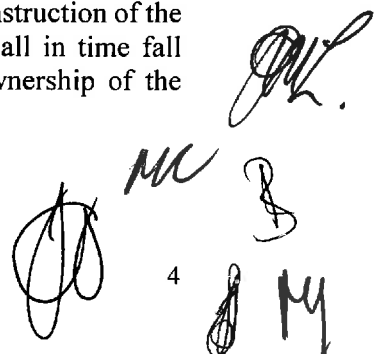
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- 1.1.12 **“Operational Environmental Management Plan”** (OEMP) means the environmental management plan setting out measures for the ongoing environmental protection of the Property, as amended or varied with the approval of Council from time to time, and which the ASSOCIATION is obliged to enforce and Owners are obliged to comply with.
- 1.1.13 **“Owner”** means the registered owner of an erf;
- 1.1.14 **“party or parties”** means severally and collectively the Council and the Association;
- 1.1.15 **“Property”** means erf 6024 Hout Bay and all erven arising out of the subdivision of erf 6024 Hout Bay and known as Kenrock Country Estate;
- 1.1.16 **“this Agreement”** means this agreement and the annexures and amendments thereto and **“the agreement”** shall have the corresponding meaning;
- 1.1.17 **“Works”** means all activities, including building operations carried out on an erf in connection with or incidental to, house construction;
- 1.2 Unless patently consistent with the context, and expression defined in this paragraph 1, which denotes:
- 1.2.1 any gender, includes the other gender;
- 1.2.2 a natural person, includes an artificial person and *vice versa*; and
- 1.2.3 the singular, includes the plural and *vice versa*.
- 1.3 The headings to the several paragraphs of this agreement are to be ignored in the interpretation hereof; the same having been included only for the ease of reference.
- 1.4 If any provision of this paragraph 1 and/or any provision of the PREAMBLE is a substantive provision conferring rights or imposing obligations to any party, then notwithstanding that such provision is contained in this paragraph 1 and/or PREAMBLE, as the case may be, effect shall be given thereto as if such provision were a substantive provision in the body of this Agreement.

## 2 PREAMBLE

Whereas:

- 2.1 The Council, when approving the subdivision of the Property, imposed a condition (condition 16) that the developer shall produce an Environmental Management Plan (EMP) and an environmental contract shall be entered into with Council for the construction and installation of the infrastructure (civil and electrical) services. Such plan and contract shall at the same time address the issue of construction of the dwellings and responsibilities and obligations arising therefrom shall in time fall upon the ASSOCIATION once its members have the majority ownership of the estate.

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- 2.2 The contract between the developer and Council provided that a separate agreement would be entered into between the Council and the ASSOCIATION.
- 2.3 The Council and ASSOCIATION wish to record the agreement reached to address the issue of construction of the dwellings and the responsibilities which fall upon the ASSOCIATION during the construction of the dwellings.

### 3 SCOPE AND OBJECTIVES

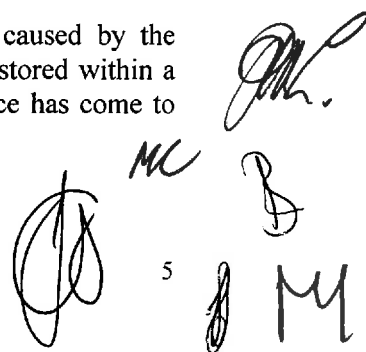
- 3.1 This agreement outlines procedures to ensure that as far as reasonably practical the execution of the works, in relation to house Construction, do not result in undue or reasonably avoidable adverse impacts on the environment.
- 3.2 In the context of this agreement the "environment" refers to and includes but is not limited to the existing and final:
  - 3.2.1 biophysical environment on the erf, the property and surrounding properties;
  - 3.2.2 roads and road verges; and
  - 3.2.3 wetland areas, natural runoff and watercourse on the site.
- 3.3 The rights which accrue to the Council in terms of this agreement are supplementary and additional to any rights and obligation which the Council has in terms of any applicable environmental legislation and this agreement is in no way intended to detract from the Council's right to enforce applicable legislation if and when it deems it appropriate.

### 4 CONSTRUCTION OEMP

- 4.1 The Construction OEMP is a section of the Operational Environmental Management Plan developed for the property, and is annexed hereto as Annexure 1.
- 4.2 The Construction OEMP and any subsequent amendments or variations thereof will be submitted to the Council for their approval, whereupon it shall be deemed to be incorporated into and constitute an integral part of this Agreement.

### 5 KENROCK HOMEOWNERS ASSOCIATION (ASSOCIATION)

- 5.1 The ASSOCIATION shall monitor and enforce compliance with the Construction OEMP by the Owner, Builder and contractors during the works and shall itself comply with the provisions of the Construction OEMP when carrying out any construction work on the common property.
- 5.2 The ASSOCIATION shall ensure that any environmental damage caused by the works or by non-compliance with the OEMP is made good and/or restored within a reasonable period after such environmental damage or non-compliance has come to its attention.

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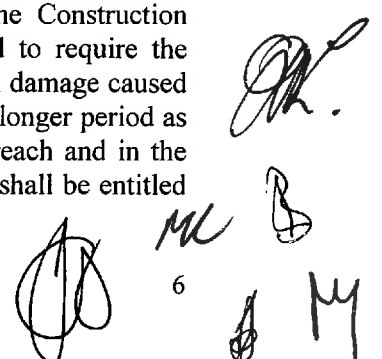
- 5.3 In order to carry out its obligations set out in paragraphs 5.1 and 5.2 above, the ASSOCIATION undertakes to enter into an agreement with each owner prior to commencement of the Works on an erf.
- 5.4 The Agreement referred to in paragraph 5.3 above shall contain, at minimum, the following material terms.
- 5.4.1 The ASSOCIATION shall ensure that prior to commencement of the works on an erf, an ESO is appointed by the Owner to ensure compliance by the owner and his builder with the Construction OEMP for the duration of the works.
- 5.4.2 The ASSOCIATION shall ensure that the ESO is aware of and agrees to comply with the role and responsibilities of the ESO as set out in clause 9 of the OEMP.
- 5.4.3 The ASSOCIATION shall require each Owner to include in the contract documentation relating to the House Construction for the Builder the provisions of the Construction OEMP and shall further require that the provisions of the Construction OEMP are incorporated in a legally binding agreement between the Owner and the Builder.
- 5.4.4 The ASSOCIATION shall bind itself to enforce compliance with the Construction OEMP by the Owner and Builder.
- 5.5 The ASSOCIATION shall, on request of the Council, promptly deliver to the Council copies of all agreements in terms of paragraph 5.4 above.

## 6 ENVIRONMENTAL CONTROL OFFICER (ECO)

- 6.1 The Council shall appoint a suitably environmentally qualified official to fulfil the role of ECO, for the purposes of this agreement.
- 6.2 The ECO will be responsible for overseeing the implementation of the Construction OEMP by the ESO and the ASSOCIATION, and for monitoring the protection of the environment on property in general, as well as on the individual erven, for the duration of the Works.
- 6.3 The ECO will also be responsible to approve the terms and conditions of appointment of the ESO.

## 7 BREACH

In the event that the ASSOCIATION fails to enter into the agreement referred to in paragraph 5.3 above, with each Owner and environmental damage occurs, or in the event that the ASSOCIATION fails to enforce compliance with the Construction OEMP and environmental damage occurs, Council shall be entitled to require the ASSOCIATION to remedy or make good at its cost any environmental damage caused to the property within 24 hours after receipt of a notice or within such longer period as may in the circumstances reasonably be necessary to remedy such breach and in the event that the ASSOCIATION does not remedy such breach, Council shall be entitled

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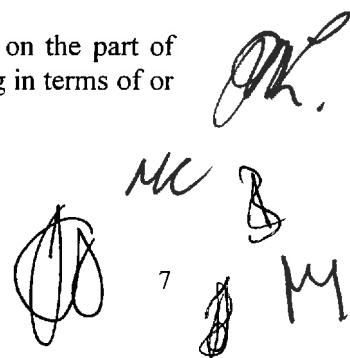
to carry out the remedial work itself and to claim the costs from the ASSOCIATION or at its discretion, approach the High Court for an interdict and/or monetary damages and/or further or alternative relief (but not cancellation) by way of a determination by experts as set out in paragraph 9 of this agreement.

## 8 FORCE MAJEURE

- 8.1 The Association shall not be liable for failure to perform their obligations in terms of this Agreement in the event and to the extent that such failure is caused by a condition of *force majeure*.
- 8.2 The condition of *force majeure* shall arise from circumstances beyond the reasonable control of the Association which prevents them from meeting their obligations in terms of this Agreement including, but not limited to, the following:
- 8.2.1 riot or civil commotion;
  - 8.2.2 labour dispute, strikes, lock-outs;
  - 8.2.3 earthquake, flood, fire, lightening, storm of gale force 7 (seven), or stronger, on the Beaufort Scale as measured by the South African Weather Bureau at the Cape Town International Airport or other natural physical disasters; and
  - 8.2.4 negligent or malicious damage by persons known or unknown, for whose acts the ASSOCIATION is not in law liable.
- 8.3 The ASSOCIATION shall give notice immediately to the Council and to the ESO of the occurrence of an event of *force majeure* which causes or is likely to cause any failure to perform any of their obligations of this Agreement.

## 9 DETERMINATION OF DISPUTES

- 9.1 In the event of there being any dispute, difference of opinion, want of agreement or deadlock (herein, collectively referred to as "a dispute") between the parties in regard to or arising out of or by way of:
- 9.1.1 the interpretation of this Agreement; or
  - 9.1.2 any alleged or purported variation, cancellation or termination of this Agreement; or
  - 9.1.3 any want of agreement on the implementation or otherwise, or the method of implementation, of any recommendation made, or any advice given by the ESO to the ASSOCIATION or Council, or contained in the House Construction OEMP; or
  - 9.1.4 any, or any alleged, breach, non-performance or repudiation on the part of any party of this Agreement or of any of its obligations arising in terms of or out of this Agreement; or

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- 9.1.5 any concomitant claim on the part of any other party in respect of an interdict and/or an order for specific performance and/or for monetary damages and/or for further or alternative relief (but not cancellation);

any party shall be entitled, by written notice to the remaining parties, to require that such dispute be referred for determination by experts ("the experts") pursuant to this paragraph;

- 9.1.6 there shall be three experts,

- 9.1.7 within seven (7) days after the receipt of the notice in terms of paragraphs 9.1.1 to 9.1.6 above calling for determination by the experts, the Council and the ASSOCIATION shall each, by written notice delivered to the other, nominate one expert;

- 9.1.8 in the event of either the Council or the ASSOCIATION failing to nominate an expert in terms of paragraph 9.1.7 timeously, an expert shall, on the written application of the other of them, be nominated on behalf of the defaulting party by the Chairman for the time being of the Southern African Institute of Ecologists and Environmental Scientists (SAIE&ES) in his absolute and unchallengeable discretion, which nominee shall be deemed to be the expert duly nominated by such defaulting party;

- 9.1.9 the two experts nominated or deemed to have been nominated by the Council and the ASSOCIATION in terms of paragraph 9.1.7 and 9.1.8 above shall within two days after their nomination agree upon and nominate a suitably qualified person as the third expert, failing which the third expert shall be nominated, on the application of either the Council or the ASSOCIATION, *mutatis mutandis* in accordance with the provisions of paragraph 9.1.8 above; and

- 9.1.10 the third expert nominated in terms of paragraph 9.1.9 above shall be the chairman of the experts in the conduct of their proceedings.

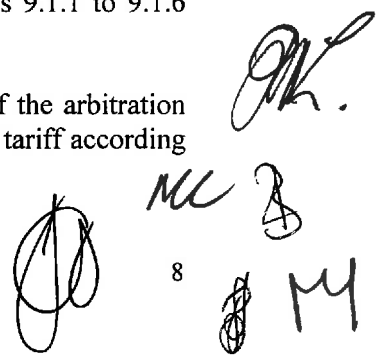
- 9.2 The experts selected in terms of paragraphs 9.1.7 to 9.1.10 above shall in all respects act as experts and not as arbitrators.

- 9.3 The experts may as far as they consider just and equitable in the circumstances dispense with any legal formalities or procedures and shall not be bound to observe or carry out the strict rules of evidence or the proof of documents; provided that the experts shall, at least, afford each of the parties and/or their legal or other representatives an opportunity to submit their representations to them, preferably in the presence of the other parties, and, similarly, to reply to or comment on the representations so submitted by the other parties.

- 9.4 Any hearing by the experts shall be held in Plumstead.

- 9.5 The parties shall use their best endeavours to procure that the decision of the experts shall be given within twenty-one days or as soon thereafter as is possible after determination by experts had been called for in terms of paragraphs 9.1.1 to 9.1.6 above.

- 9.6 The experts shall be empowered to make a costs order in respect of the arbitration proceedings including the party liable to pay costs and/or the scale of tariff according



to which such costs are to be taxed and/or the costs of two counsel and/or the qualifying costs of the witnesses.

9.7 The concurring decision of two out of three experts:

9.7.1 shall be final and binding on all parties affected thereby as if it were the decision of an arbitrator duly delivered in terms of the Arbitration Act, 1965;

9.7.2 shall be carried into effect by the parties affected hereby; and

9.7.3 may be made an order of any competent court at the instance of any party.

9.8 In the event of a matter to be resolved urgently, the ASSOCIATION and Council are to reach an agreement regarding the dispute with 48 hours, failing which the matter shall be referred for determination by expert in terms of paragraphs 9.1.7 to 9.7 above.

9.9 This paragraph 9:

9.9.1 constitutes an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this paragraph;

9.9.2 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason;

9.9.3 shall not preclude any party from seeking urgent interim relief from any competent Court pending the determination of a dispute by experts as herein provided; and

9.9.4 shall *ipso facto* be deemed to be incorporated into and to form part of any further or other written agreement hereafter entered into between the Council and the ASSOCIATION to regulate any issues relating to environmental protection or control in the context of the execution of the works.

## 10 WHOLE AGREEMENT

This Agreement records the whole of the Agreement entered into by and between the parties; there being no collateral or extraneous terms and, save as expressly herein set out, no warranties or representations, express or implied, which have been given or made by or on behalf of any party to induce or which had the effect of inducing the transactions the subject of this Agreement.

## 11 NON-VARIATION

No purported amendment or variation of, or addition to, or cancellation by consent or notation of, this Agreement shall be of any force or effect unless and until it has been reduced to writing and duly signed on behalf of all the parties hereto.

Handwritten signatures and initials at the bottom right of the page, including a large signature, the initials 'MC', and other scribbles.

## 12 INDULGENCE

No indulgence which any party ("the grantor") may grant or permit to any other party ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which arise in the future and who shall not be obliged to give to the grantee any notice of the withdrawal or discontinuation of such indulgence prior to so exercising its rights against the grantee.

## 13 WARRANTY OF AUTHORITY

Each of the signatories of this Agreement on behalf of a corporate party by his signature hereto warrants and represents in his personal capacity, that he is duly authorised so to execute this Agreement and to bind such corporate party hereto.

## 14 DURATION OF THIS AGREEMENT

The duration of this Agreement shall be for the period until the works in respect of all the residential erven on the Property have been completed, provided that in the event of the Builder, or any other Builder, thereafter returning to an erf to carry out any form of house construction work, this Agreement shall be reinstated and shall be of full force and effect for the period of carrying out of such house construction operations.

## 15 COST

15.1 Each party to this agreement shall bear its own costs in connection with the fees and disbursements of any legal advisor, including but not limited to an attorney, charged in respect of any advice and/or assistance commissioned by such party from such legal advisor concerning this agreement and any aspect thereof.

15.2 The stamp duty, if any, on this agreement shall be borne and paid by the ASSOCIATION on demand.

## 16 ENVIRONMENTAL LEGISLATION

This agreement shall not in any way absolve the parties hereto from liability or responsibility in terms of the Environment Conservation Act No 73 of 1989, or any other applicable environmental legislation.



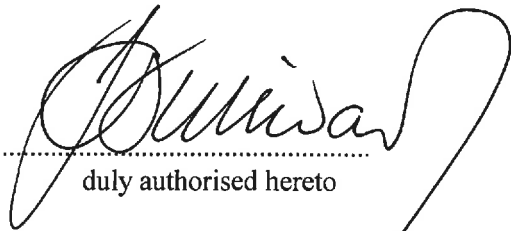
SIGNED AT CAPE TOWN ON THIS THE 13<sup>TH</sup> DAY OF FEBRUARY 2003

AS WITNESSES:

for and on behalf of:  
CITY OF CAPE TOWN

1. 

2. 

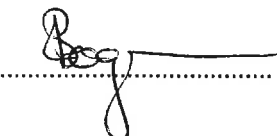
  
duly authorised hereto

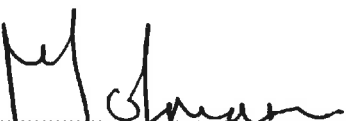
SIGNED AT CAPE TOWN ON THIS THE 11<sup>th</sup> DAY OF FEBRUARY 2003

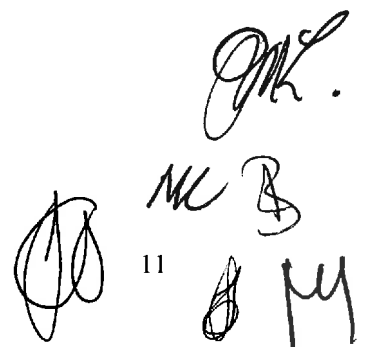
AS WITNESSES:

for and on behalf of  
KENROCK HOMEOWNERS  
ASSOCIATION

1. 






2. 

  
duly authorised hereto









# **Annexure 1**

## **Construction OEMP**

  
  
  
12  

# Annexure 1

## Construction OEMP

  
    
12  

# OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME

## DOCUMENT 1

### 11. CONSTRUCTION OEMP

*[Handwritten signatures and initials]*

## 11 CONSTRUCTION OEMP

### 11.1 Guiding Philosophy

- 11.1.1 A number of documents associated with this development provide conditions to ensure that the design, construction (later) renovation of houses on the property takes place in an orderly fashion with the constraints set to enhance the aesthetic character of Kenrock Country Estate. These documents include the Agreement of Sale, the Architectural Design Manual, the Landscape Design Manual as well as the OEMP.
- 11.1.2 The purpose of the Construction OEMP document is to set the terms and conditions to which the Builder, and Owner, must comply so as to ensure integration between residential living and control over building activities within the property and minimizing negative impact on the environment.
- 11.1.3 The procedures to be followed by Owners and Builders during the works to be carried out for the house construction are specified in this document.
- 11.1.4 The ASSOCIATION shall monitor and enforce compliance with this Construction OEMP. Owners will be required to enter into contracts with the ASSOCIATION and the with the Builder to ensure that the terms and conditions of the Construction OEMP are complied with and to ensure that the environment, as well as the quality of living at Kenrock Country Estate, is protected for the duration of the works. This Construction OEMP will form an attachment to the contracts.

### 11.2 Qualification of Builders

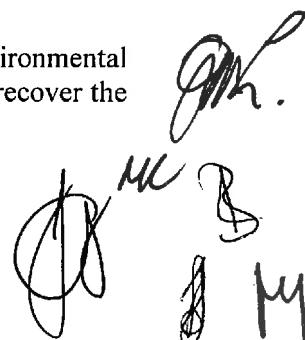
- 11.2.1 Only Builders who can furnish at least three references of prior building contracts will be allowed to build at Kenrock Country Property.
- 11.2.2 An owner builder who qualifies under 11.2.1 will be allowed to construct his own home.
- 11.2.3 Builders are at all times responsible for their sub-contractors, employees and suppliers while on the Property.

### 11.3 Terms and Conditions for House Construction

The terms and conditions described below are intended to ensure that the quality of life for residents at Kenrock is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by builders.

When a builder is found to be in breach of the stated rules and regulations a penalty will be levied. The extent of the penalty is detailed below the description of each condition.

Where a penalty is insufficient to cover the cost of repairing the environmental damage caused by the breach, the ASSOCIATION reserves the right to recover the additional costs from the Owner.

Handwritten signatures and initials at the bottom right of the page, including a large signature that appears to be 'J.M.' and several other initials and marks.



### **11.3.1 Environmental Site Officer (ESO)**

#### **11.3.1.1 Description**

An ESO must be appointed by the Owner to monitor and control compliance to the Construction OEMP for the duration of the house construction works, and his responsibilities should at minimum comply with those listed under paragraph 9 of this OEMP.

#### **11.3.1.2 Breach**

Work will not be allowed on an erf without the formal appointment of an Environmental Site Officer.

### **11.3.2 Environmental Education**

#### **11.3.2.1 Description**

The ESO shall hold education sessions, as and when required, for all employees and subcontractors of the Builder on the terms and conditions of this Construction OEMP. All staff and subcontractors must attend this education session prior to working on the Property.

#### **11.3.2.2 Breach**

Personnel who have not attended an education session will not be allowed onto the Property.

### **11.3.3 Method Statements**

#### **11.3.3.1 Description**

The ESO may require method statements from the builder in which the methodology for undertaking certain elements of the works are described, and such method statements must be submitted to the ESO's approval prior to commencement of any house construction works on the erf.

#### **11.3.3.2 Breach**

Work by the Builder will be stopped by the ESO until a method statement or statements have been submitted to the ESO for approval.

### **11.3.4 Vegetation search and rescue**

#### **11.3.4.1 Description**

Prior to the commencement of clearing the erf, the Builder shall obtain a clearance certificate from the ESO to confirm that vegetation search-and-rescue has been completed on the erf.

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#### 11.3.4.2 Breach

Work by the Builder will be stopped by the ESO and legal action may be taken against the Owner and/or Builder by the ASSOCIATION.

#### 11.3.5 Limits of building activity

##### 11.3.5.1 Description

All activities relating to the house construction must be confined to within the erf boundaries where the works are executed. It is the responsibility of the Builder to ensure that his personnel remain within the demarcated areas of the erf on which they are working.

##### 11.3.5.2 Breach

- Work by the Builder will be stopped by the ASSOCIATION and/or ESO until such time as the Builder's equipment/staff has been moved to within the boundaries of the erf.
- The Builder will be fined R150,00 per transgression.

#### 11.3.6 Site presentation and spoiling of excess material

##### 11.3.6.1 Description

The Builder shall keep the appearance of his erf neat and tidy at all times to the satisfaction of the ESO and the ASSOCIATION. Building rubble must be removed from the erf at intervals not exceeding one week, and litter must be removed from the erf on a daily basis. No litter may be stored or mixed in amongst building rubble. Green refuse drums must be supplied for the purpose of storing refuse until removed from erf by the Builder. No material or building rubble shall be spoiled on the Property.

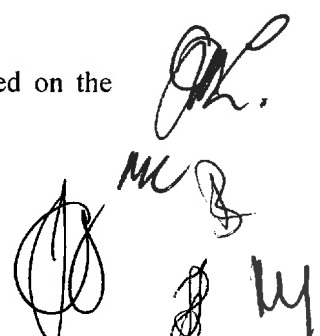
##### 11.3.6.2 Breach

- Should a builder fail to remove building rubble or litter within the specified timeframe after receiving written notice to this effect, the rubble will be removed by an outside contractor. The costs this outside contractor shall be paid by the ASSOCIATION and reclaimed from the builder. The Builder will be denied access to the Property until such costs have been paid in full. In addition to this the Builder will be fined R1 000,00 per offence.
- Should wind blown litter be generated from the erf the Builder will be fined R 250,00 per day until all refuse has been removed from the stand and the surrounding area.

#### 11.3.7 Cleaning of vehicles/equipment

##### 11.3.7.1 Description

The washing of Builder's vehicles and equipment is not permitted on the property and must be carried out elsewhere.

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#### 11.3.7.2 Breach

The Builder will be fined R500,00 per offence.

#### 11.3.8 Fires

##### 11.3.8.1 Description

No fires will be allowed on any part of the Property including the erf. The Builder is to provide at least two fully operational fire extinguishers which must be on site at all times.

##### 11.3.8.2 Breach

- The Builder will be fined R1 000,00 per offence.
- The Builder will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

#### 11.3.9 Smoking

##### 11.3.9.1 Description

The builder shall ensure that his employees do not smoke on the Property except within a five-metre radius of a portable fire extinguisher.

##### 11.3.9.2 Breach

The Builder will be fined R150,00 per offence.

#### 11.3.10 Ablution facilities

##### 11.3.10.1 Description

Builders must make adequate provision for potable water and temporary toilets located on the erf for the use of their employees until such time as the water and sewer reticulation systems are available.

##### 11.3.10.2 Breach

- The Builder will be denied access to the Property until such time as this obligation is complied with.
- In addition the Builder will be fined R500,00 per violation.

#### 11.3.11 Screening of building sites

##### 11.3.11.1 Description

The Builder shall screen off the erf with a 1,8m high black shade netting screen in the following circumstances, (i) where there is no screening wall between the site under construction and the adjacent property, (ii) at the direction of the ASSOCIATION.

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#### 11.3.11.2 Breach

The Builder will be denied access onto the Property until such screening structures are in place.

#### 11.3.12 Hours of Work

##### 11.3.12.1 Description

Builders may only be present on the Property during the following public time hours:

Normal Working days	06:30 to 18:00
Saturdays	08:00 to 14:00

##### 11.3.12.2 Breach

- Builders will be escorted from the Property by security during private times.
- In addition the Builder will be fined R500,00 per transgression.

#### 11.3.13 Permission to work during private times

##### 11.3.13.1 Description

Builders are not allowed on the Property on Sundays and public holidays, or outside the public times listed above, without the written permission of ASSOCIATION as these days are considered to be private time. Special applications for Builders to carry out works on their erf during private time must be lodged with ASSOCIATION at least one week prior to the private time activity.

##### 11.3.13.2 Breach

As for 11.3.11.2 above.

#### 11.3.14 Watchman

##### 11.3.14.1 Description

No employees will be allowed to remain on site during private time.

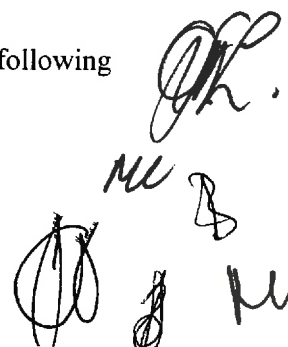
##### 11.3.14.2 Breach

As for 11.3.11.2 above.

#### 11.3.15 Vehicle Sizes Allowed

##### 11.3.15.1 Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Property.

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Only fixed axle design vehicles will be allowed.

Maximum length	= 9.1m
Maximum Width	= 2.6m
Maximum gross mass	= 20,000kg
Maximum axle weight	= 8,000kg

#### 11.3.15.2 Breach

Vehicles larger than above will be denied access to the Property by the ASSOCIATION.

### 11.3.16 Deliveries to Builders

#### 11.3.16.1 Description

- Builders will at all times be responsible for the compliance of delivery personnel with the contents of this Agreement.
- The Builder shall ensure that all delivery times will be limited to public times as defined under 11.3.11.1 above.
- The Builder shall ensure that the size of delivery vehicles is limited as defined under 11.3.14.1 above.
- The Builder shall ensure that deliveries to the building site take place only from the street frontage of the site. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 11.3.21.1 below.
- The Builder shall advise the entrance security staff in the morning of the details of the deliveries expected that day.

#### 11.3.16.2 Breach

Penalties levied on the Builder will be the same as if the Builder's employees were guilty of the transgression.

### 11.3.17 Concrete deliveries

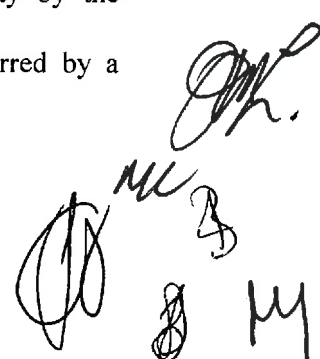
The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular sensitive way.

#### 11.3.17.1 Description

The Builder shall ensure that drivers of concrete delivery vehicles are briefed on the conditions of this document.

#### 11.3.17.2 Breach

- Drivers found contravening the Property rules and regulations will escorted off the Property and refused access to the Property by the ASSOCIATION.
- The Owner and/or Builder will be liable for penalties incurred by a concrete delivery vehicle.



### 11.3.18 Washing of Concrete Delivery Vehicles

#### 11.3.18.1 Description

The washing off of premixed concrete delivery vehicles must not take place within the Property. Under no circumstances may concrete be spilled onto the road surface and the Builder will be held responsible for the repair to the road if this occurs.

#### 11.3.18.2 Breach

The Builder will be fined R500,00 per offence in addition to the costs of repairing the road.

### 11.3.19 Storage Sheds/Huts

#### 11.3.19.1 Description

The Builder will be allowed to erect green storage sheds/huts within the boundaries of the erf and to a maximum height of 2,4m above ground level. The position of such structures must be indicated on the site diagram, which must be approved by ESO/ASSOCIATION in terms of item 11.3.21.1 below.

#### 11.3.19.2 Breach

The Builder will be instructed to remove any structures that do not conform to this regulation.

### 11.3.20 Security

#### 11.3.20.1 Description

- The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Property during private times.
- Security personnel control access to the Property and the Builder must at all times adhere to their security rules.
- Personnel and subcontractors of the Builder must at all times be in possession of an access pass, which will be issued by the Builder. The pass may only be valid for the period that the subcontractor is required to be on the Property and must be renewed monthly.
- Personnel must be transported by vehicle to the relevant erf and will not be allowed to walk from one erf to another.
- The security personnel must sign in all Builder vehicles entering the Property. Each erf will be allowed a maximum of two vehicles on the property so as not to cause disruption to vehicular movement and damage to road verges.

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#### 11.3.20.2 Breach

- Any member of Builder's staff not adhering to this regulation will be removed from the Property.
- In addition the Builder will be fined R150,00 per transgression.

#### 11.3.21 Speed Limit

##### 11.3.21.1 Description

For security and safety reasons the speed limit on the Property for all vehicles is 35 kmh. The Builder shall ensure that his employees, subcontractors and delivery vehicles adhere to this rule.

##### 11.3.21.2 Breach

The Builder will be fined an amount of R500,00 per transgression. Continuous non-compliance will result in the Builder being expelled from the Property.

#### 11.3.22 Building Plan Controls

##### 11.3.22.1 Description

- The Builder must ensure that the signed approved building plan is available at all times for inspection by the ASSOCIATION.
- Any variations to the approved building plan must be submitted to ASSOCIATION for signed approval and may only be implemented once the approved variation is available to the Builder.
- Prior to commencing with the house construction works the Builder must (i) set out the foundations for inspection and approval by the ASSOCIATION; (ii) confirm the height of buildings with the ASSOCIATION; (iii) set out and confirm the form of driveway with the ASSOCIATION; (iv) provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries.
- The Builder must make application to ASSOCIATION for the issuing of a Plinth Certificate, to ensure that the correct overall height of the building is maintained. This certificate must be issued prior to the commencement of the construction of the superstructure.

##### 11.3.22.2 Breach

- The Builder will be denied access to the Property until the above documentation is in place.
- The Builder will be instructed by the ASSOCIATION to remove any structures that do not conform to approve plans.

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### 11.3.23 General Controls

#### 11.3.23.1 Description

One representative of each Builder is expected to attend a weekly site meeting to discuss general issues relating to work on the Property.

#### 11.3.23.2 Breach

The Builder will be fined an amount of R250,00 for not attending the site co-ordination meetings.

### 11.3.24 Roads and Road Verges

#### 11.3.24.1 Description

- Builders must ensure that the road in front of their erf is at all times swept clean to the satisfaction of the ESO and ASSOCIATION.
- Builders must ensure that the kerbs and sidewalks in front of their erf are adequately protected from damage by the house construction works.
- The Builder shall ensure that all building materials are stored on the erf. Special permission may be obtained from ASSOCIATION to neatly store some material on the road verge directly in front of the erf.

#### 11.3.24.2 Breach

- The Builder will be fined R150,00 per day for unswept roads.
- The Builder will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his house construction works.

## 11.4 MONTHLY BUILDING MANAGEMENT LEVY

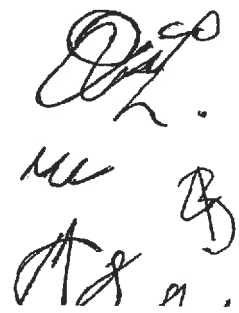
11.4.1 To cover the administration costs relating to the housing delivery process each Builder will be levied a monthly building management levy which must be paid by the 1<sup>st</sup> of every month and is to be paid in advance.

11.4.2 It is herewith recorded that the monthly levy is currently set at R570.00 (VAT included) per month and is subject to review by the Trustees from time to time.

## 11.5 PAYMENT OF FINES

#### 11.5.1 Description

- All monies owing to ASSOCIATION must be paid on the Monday following the fine.
- The ASSOCIATION will keep separate management and accounting records for these fines and ensure that monies from fines are used to repair environmental damage only.

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### 11.5.2 Breach

- In the event of the Builder failing to pay fine in time the Builder will be denied access onto the Property.
- 

*Handwritten signatures and initials:*  
ML  
MC  
B  
M

# **Annexure 1**

## **Construction OEMP**

# **Annexure 1**

## **Construction OEMP**

# **OPERATIONAL ENVIRONMENTAL MANAGEMENT PROGRAMME**

## **DOCUMENT 1**

### **11. CONSTRUCTION OEMP**

## **11 CONSTRUCTION OEMP**

### **11.1 Guiding Philosophy**

- 11.1.1 A number of documents associated with this development provide conditions to ensure that the design, construction (later) renovation of houses on the property takes place in an orderly fashion with the constraints set to enhance the aesthetic character of Kenrock Country Estate. These documents include the Agreement of Sale, the Architectural Design Manual, the Landscape Design Manual as well as the OEMP.
- 11.1.2 The purpose of the Construction OEMP document is to set the terms and conditions to which the Builder, and Owner, must comply so as to ensure integration between residential living and control over building activities within the property and minimizing negative impact on the environment.
- 11.1.3 The procedures to be followed by Owners and Builders during the works to be carried out for the house construction are specified in this document.
- 11.1.4 The ASSOCIATION shall monitor and enforce compliance with this Construction OEMP. Owners will be required to enter into contracts with the ASSOCIATION and the with the Builder to ensure that the terms and conditions of the Construction OEMP are complied with and to ensure that the environment, as well as the quality of living at Kenrock Country Estate, is protected for the duration of the works. This Construction OEMP will form an attachment to the contracts.

### **11.2 Qualification of Builders**

- 11.2.1 Only Builders who can furnish at least three references of prior building contracts will be allowed to build at Kenrock Country Property.
- 11.2.2 An owner builder who qualifies under 11.2.1 will be allowed to construct his own home.
- 11.2.3 Builders are at all times responsible for their sub-contractors, employees and suppliers while on the Property.

### **11.3 Terms and Conditions for House Construction**

The terms and conditions described below are intended to ensure that the quality of life for residents at Kenrock is not unduly compromised and the impact to the environment is minimised by the house building operations, yet allowing for efficient construction by builders.

When a builder is found to be in breach of the stated rules and regulations a penalty will be levied. The extent of the penalty is detailed below the description of each condition.

Where a penalty is insufficient to cover the cost of repairing the environmental damage caused by the breach, the ASSOCIATION reserves the right to recover the additional costs from the Owner.

### **11.3.1 Environmental Site Officer (ESO)**

#### **11.3.1.1 Description**

An ESO must be appointed by the Owner to monitor and control compliance to the Construction OEMP for the duration of the house construction works, and his responsibilities should at minimum comply with those listed under paragraph 9 of this OEMP.

#### **11.3.1.2 Breach**

Work will not be allowed on an erf without the formal appointment of an Environmental Site Officer.

### **11.3.2 Environmental Education**

#### **11.3.2.1 Description**

The ESO shall hold education sessions, as and when required, for all employees and subcontractors of the Builder on the terms and conditions of this Construction OEMP. All staff and subcontractors must attend this education session prior to working on the Property.

#### **11.3.2.2 Breach**

Personnel who have not attended an education session will not be allowed onto the Property.

### **11.3.3 Method Statements**

#### **11.3.3.1 Description**

The ESO may require method statements from the builder in which the methodology for undertaking certain elements of the works are described, and such method statements must be submitted to the ESO's approval prior to commencement of any house construction works on the erf.

#### **11.3.3.2 Breach**

Work by the Builder will be stopped by the ESO until a method statement or statements have been submitted to the ESO for approval.

### **11.3.4 Vegetation search and rescue**

#### **11.3.4.1 Description**

Prior to the commencement of clearing the erf, the Builder shall obtain a clearance certificate from the ESO to confirm that vegetation search-and-rescue has been completed on the erf.

#### **11.3.4.2 Breach**

Work by the Builder will be stopped by the ESO and legal action may be taken against the Owner and/or Builder by the ASSOCIATION.

### **11.3.5 Limits of building activity**

#### **11.3.5.1 Description**

All activities relating to the house construction must be confined to within the erf boundaries where the works are executed. It is the responsibility of the Builder to ensure that his personnel remain within the demarcated areas of the erf on which they are working.

#### **11.3.5.2 Breach**

- Work by the Builder will be stopped by the ASSOCIATION and/or ESO until such time as the Builder's equipment/staff has been moved to within the boundaries of the erf.
- The Builder will be fined R150,00 per transgression.

### **11.3.6 Site presentation and spoiling of excess material**

#### **11.3.6.1 Description**

The Builder shall keep the appearance of his erf neat and tidy at all times to the satisfaction of the ESO and the ASSOCIATION. Building rubble must be removed from the erf at intervals not exceeding one week, and litter must be removed from the erf on a daily basis. No litter may be stored or mixed in amongst building rubble. Green refuse drums must be supplied for the purpose of storing refuse until removed from erf by the Builder. No material or building rubble shall be spoiled on the Property.

#### **11.3.6.2 Breach**

- Should a builder fail to remove building rubble or litter within the specified timeframe after receiving written notice to this effect, the rubble will be removed by an outside contractor. The costs this outside contractor shall be paid by the ASSOCIATION and reclaimed from the builder. The Builder will be denied access to the Property until such costs have been paid in full. In addition to this the Builder will be fined R1 000,00 per offence.
- Should wind blown litter be generated from the erf the Builder will be fined R 250,00 per day until all refuse has been removed from the stand and the surrounding area.

### **11.3.7 Cleaning of vehicles/equipment**

#### **11.3.7.1 Description**

The washing of Builder's vehicles and equipment is not permitted on the property and must be carried out elsewhere.

#### **11.3.7.2 Breach**

The Builder will be fined R500,00 per offence.

### **11.3.8 Fires**

#### **11.3.8.1 Description**

No fires will be allowed on any part of the Property including the erf. The Builder is to provide at least two fully operational fire extinguishers which must be on site at all times.

#### **11.3.8.2 Breach**

- The Builder will be fined R1 000,00 per offence.
- The Builder will in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

### **11.3.9 Smoking**

#### **11.3.9.1 Description**

The builder shall ensure that his employees do not smoke on the Property except within a five-metre radius of a portable fire extinguisher.

#### **11.3.9.2 Breach**

The Builder will be fined R150,00 per offence.

### **11.3.10 Ablution facilities**

#### **11.3.10.1 Description**

Builders must make adequate provision for potable water and temporary toilets located on the erf for the use of their employees until such time as the water and sewer reticulation systems are available.

#### **11.3.10.2 Breach**

- The Builder will be denied access to the Property until such time as this obligation is complied with.
- In addition the Builder will be fined R500,00 per violation.

### **11.3.11 Screening of building sites**

#### **11.3.11.1 Description**

The Builder shall screen off the erf with a 1,8m high black shade netting screen in the following circumstances, (i) where there is no screening wall between the site under construction and the adjacent property, (ii) at the direction of the ASSOCIATION.



#### 11.3.11.2 Breach

The Builder will be denied access onto the Property until such screening structures are in place.

#### 11.3.12 Hours of Work

##### 11.3.12.1 Description

Builders may only be present on the Property during the following public time hours:

Normal Working days	06:30 to 18:00
Saturdays	08:00 to 14:00

##### 11.3.12.2 Breach

- Builders will be escorted from the Property by security during private times.
- In addition the Builder will be fined R500,00 per transgression.

#### 11.3.13 Permission to work during private times

##### 11.3.13.1 Description

Builders are not allowed on the Property on Sundays and public holidays, or outside the public times listed above, without the written permission of ASSOCIATION as these days are considered to be private time. Special applications for Builders to carry out works on their erf during private time must be lodged with ASSOCIATION at least one week prior to the private time activity.

##### 11.3.13.2 Breach

As for 11.3.11.2 above.

#### 11.3.14 Watchman

##### 11.3.14.1 Description

No employees will be allowed to remain on site during private time.

##### 11.3.14.2 Breach

As for 11.3.11.2 above.

#### 11.3.15 Vehicle Sizes Allowed

##### 11.3.15.1 Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Property.

Only fixed axle design vehicles will be allowed.

Maximum length	= 9.1m
Maximum Width	= 2.6m
Maximum gross mass	= 20,000kg
Maximum axle weight	= 8,000kg

#### 11.3.15.2 Breach

Vehicles larger than above will be denied access to the Property by the ASSOCIATION.

### 11.3.16 Deliveries to Builders

#### 11.3.16.1 Description

- Builders will at all times be responsible for the compliance of delivery personnel with the contents of this Agreement.
- The Builder shall ensure that all delivery times will be limited to public times as defined under 11.3.11.1 above.
- The Builder shall ensure that the size of delivery vehicles is limited as defined under 11.3.14.1 above.
- The Builder shall ensure that deliveries to the building site take place only from the street frontage of the site. The position of delivery points must be indicated on the site diagram, which must be submitted for approval in terms of 11.3.21.1 below.
- The Builder shall advise the entrance security staff in the morning of the details of the deliveries expected that day.

#### 11.3.16.2 Breach

Penalties levied on the Builder will be the same as if the Builder's employees were guilty of the transgression.

### 11.3.17 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular sensitive way.

#### 11.3.17.1 Description

The Builder shall ensure that drivers of concrete delivery vehicles are briefed on the conditions of this document.

#### 11.3.17.2 Breach

- Drivers found contravening the Property rules and regulations will escorted off the Property and refused access to the Property by the ASSOCIATION.
- The Owner and/or Builder will be liable for penalties incurred by a concrete delivery vehicle.

### **11.3.18 Washing of Concrete Delivery Vehicles**

#### **11.3.18.1 Description**

The washing off of premixed concrete delivery vehicles must not take place within the Property. Under no circumstances may concrete be spilled onto the road surface and the Builder will be held responsible for the repair to the road if this occurs.

#### **11.3.18.2 Breach**

The Builder will be fined R500,00 per offence in addition to the costs of repairing the road.

### **11.3.19 Storage Sheds/Huts**

#### **11.3.19.1 Description**

The Builder will be allowed to erect green storage sheds/huts within the boundaries of the erf and to a maximum height of 2,4m above ground level. The position of such structures must be indicated on the site diagram, which must be approved by ESO/ASSOCIATION in terms of item 11.3.21.1 below.

#### **11.3.19.2 Breach**

The Builder will be instructed to remove any structures that do not conform to this regulation.

### **11.3.20 Security**

#### **11.3.20.1 Description**

- The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Property during private times.
- Security personnel control access to the Property and the Builder must at all times adhere to their security rules.
- Personnel and subcontractors of the Builder must at all times be in possession of an access pass, which will be issued by the Builder. The pass may only be valid for the period that the subcontractor is required to be on the Property and must be renewed monthly.
- Personnel must be transported by vehicle to the relevant erf and will not be allowed to walk from one erf to another.
- The security personnel must sign in all Builder vehicles entering the Property. Each erf will be allowed a maximum of two vehicles on the property so as not to cause disruption to vehicular movement and damage to road verges.

#### 11.3.20.2 Breach

- Any member of Builder's staff not adhering to this regulation will be removed from the Property.
- In addition the Builder will be fined R150,00 per transgression.

#### 11.3.21 Speed Limit

##### 11.3.21.1 Description

For security and safety reasons the speed limit on the Property for all vehicles is 35 kmh. The Builder shall ensure that his employees, subcontractors and delivery vehicles adhere to this rule.

##### 11.3.21.2 Breach

The Builder will be fined an amount of R500,00 per transgression. Continuous non-compliance will result in the Builder being expelled from the Property.

#### 11.3.22 Building Plan Controls

##### 11.3.22.1 Description

- The Builder must ensure that the signed approved building plan is available at all times for inspection by the ASSOCIATION.
- Any variations to the approved building plan must be submitted to ASSOCIATION for signed approval and may only be implemented once the approved variation is available to the Builder.
- Prior to commencing with the house construction works the Builder must (i) set out the foundations for inspection and approval by the ASSOCIATION; (ii) confirm the height of buildings with the ASSOCIATION; (iii) set out and confirm the form of driveway with the ASSOCIATION; (iv) provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries.
- The Builder must make application to ASSOCIATION for the issuing of a Plinth Certificate, to ensure that the correct overall height of the building is maintained. This certificate must be issued prior to the commencement of the construction of the superstructure.

##### 11.3.22.2 Breach

- The Builder will be denied access to the Property until the above documentation is in place.
- The Builder will be instructed by the ASSOCIATION to remove any structures that do not conform to approved plans.

### **11.3.23 General Controls**

#### **11.3.23.1 Description**

One representative of each Builder is expected to attend a weekly site meeting to discuss general issues relating to work on the Property.

#### **11.3.23.2 Breach**

The Builder will be fined an amount of R250,00 for not attending the site co-ordination meetings.

### **11.3.24 Roads and Road Verges**

#### **11.3.24.1 Description**

- Builders must ensure that the road in front of their erf is at all times swept clean to the satisfaction of the ESO and ASSOCIATION.
- Builders must ensure that the kerbs and sidewalks in front of their erf are adequately protected from damage by the house construction works.
- The Builder shall ensure that all building materials are stored on the erf. Special permission may be obtained from ASSOCIATION to neatly store some material on the road verge directly in front of the erf.

#### **11.3.24.2 Breach**

- The Builder will be fined R150,00 per day for unswept roads.
- The Builder will be held financially and legally responsible for the damage to road surfaces and kerbs caused through his house construction works.

## **11.4 MONTHLY BUILDING MANAGEMENT LEVY**

11.4.1 To cover the administration costs relating to the housing delivery process each Builder will be levied a monthly building management levy which must be paid by the 1<sup>st</sup> of every month and is to be paid in advance.

11.4.2 It is herewith recorded that the monthly levy is currently set at R570.00 (VAT included) per month and is subject to review by the Trustees from time to time.

## **11.5 PAYMENT OF FINES**

#### **11.5.1 Description**

- All monies owing to ASSOCIATION must be paid on the Monday following the fine.
- The ASSOCIATION will keep separate management and accounting records for these fines and ensure that monies from fines are used to repair environmental damage only.

#### 11.5.2 Breach

- In the event of the Builder failing to pay fine in time the Builder will be denied access onto the Property.
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# **Annexure 2**

## **Responsibilities of ESO**

## 9 ENVIRONMENTAL SITE OFFICER (ESO)

The ESO will be responsible for the duration of house construction work on an erf to undertake the following tasks.

- 9.1 To visit the erf directly prior to the commencement of the house construction works and to confirm that a vegetation search-and-rescue exercise has been carried out by a suitably qualified landscape contractor.
- 9.2 Inspect and approve the Builder's erf drawing which indicate the position of storage shed(s), position of topsoil and excavated soil storage areas, the position of building material storage areas and the position of deliveries to the erf.
- 9.3 To hold Construction OEMP education sessions aimed to educate and raise the awareness of the Builder and his personnel and subcontractors as to the sensitivity of the Property prior to commencement of the house construction works and to target responsible individuals as key players for environmental education, to facilitate the spread of the correct environmental attitude for the duration of the works.
- 9.4 To review all elements of the works with the Builder to determine which elements require method statements, to instruct the Builder to submit these method statements and to approve such method.
- 9.5 For the duration of the house construction works the ESO is to visit the erf on a weekly basis for a period of at least one hour in order to undertake the following tasks:
  - 9.5.1 To review method statements and determine the most environmentally sensitive options of *modus operandi* for the construction related tasks, when considered necessary by the ESO.
  - 9.5.2 To make on-site decisions regarding any tree or other vegetation removal or retention in consultation with the ECO.
- 9.6 To take immediate action on site where clearly defined no-go areas are violated, or in danger of being violated, and to inform the Owner and ASSOCIATION immediately of the occurrence and the action taken.
- 9.7 To keep a site diary of any incidents of environmental disturbance or damage, instructions or recommendations to builders and owners, and penalties recommended to the ASSOCIATION.
- 9.8 The ESO shall advise (but not instruct) the Builder on environmental matters relating to, or arising in the course of, the execution of the works on an erf.
- 9.9 The ESO shall attend the weekly "site meeting" chaired by the ASSOCIATION and attended to by all Builders on the Property.
- 9.10 The ESO is empowered to order the Builder to immediately cease any element of the works which contravene the conditions of the Construction OEMP, and/or which are required to be stopped as a matter of urgency in order to prevent serious adverse environmental damage or potential environmental damage to any of the adjacent properties or areas outside the boundaries of the erf, provided that the ESO shall



without delay report on such action to the Council, the ASSOCIATION and the Owner.

- 9.11 The ESO shall simultaneously refer to the ASSOCIATION, the Owner and to the Council any impending, apparent or alleged failure by the Builder to carry out their obligations in terms of the Construction OEMP or to heed advice or any order given by the ESO in terms of paragraphs this clause.
  - 9.12 Instructions to the Builder will be issued only by the Owner through their system established for the project management and control of the house construction operations.
  - 9.13 Any amendment or variation of the advice given by the ESO, which is proposed to be made by the Owner when instructing the Builder, must be reported with full motivation by the Owner to the Council and the ASSOCIATION.
  - 9.14 The Owner and/or Builder will consult with the ESO with respect to any aspects of the house construction operations which may impact on the environment.
  - 9.15 To visit the erf at the completion of house construction, ensure that all trees and other vegetation in the private open space areas on the property have not been damaged or removed, and ensure that the erf and surrounding areas have been suitably cleaned.
  - 9.16 The ESO shall liase with the ECO, the Owner and the ASSOCIATION on a regular basis.
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- 9.4 To review all elements of the works with the Builder to determine which elements require method statements, to instruct the Builder to submit these method statements and to approve such method.
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  - 9.5.1 To review method statements and determine the most environmentally sensitive options of *modus operandi* for the construction related tasks, when considered necessary by the ESO.
  - 9.5.2 To make on-site decisions regarding any tree or other vegetation removal or retention in consultation with the ECO.
- 9.6 To take immediate action on site where clearly defined no-go areas are violated, or in danger of being violated, and to inform the Owner and ASSOCIATION immediately of the occurrence and the action taken.
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- 9.8 The ESO shall advise (but not instruct) the Builder on environmental matters relating to, or arising in the course of, the execution of the works on an erf.
- 9.9 The ESO shall attend the weekly "site meeting" chaired by the ASSOCIATION and attended to by all Builders on the Property.
- 9.10 The ESO is empowered to order the Builder to immediately cease any element of the works which contravene the conditions of the Construction OEMP, and/or which are required to be stopped as a matter of urgency in order to prevent serious adverse environmental damage or potential environmental damage to any of the adjacent properties or areas outside the boundaries of the erf, provided that the ESO shall

without delay report on such action to the Council, the ASSOCIATION and the Owner.

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  - 9.14 The Owner and/or Builder will consult with the ESO with respect to any aspects of the house construction operations which may impact on the environment.
  - 9.15 To visit the erf at the completion of house construction, ensure that all trees and other vegetation in the private open space areas on the property have not been damaged or removed, and ensure that the erf and surrounding areas have been suitably cleaned.
  - 9.16 The ESO shall liaise with the ECO, the Owner and the ASSOCIATION on a regular basis.
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