

2 May 2026

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RE: Objection to Proposed Lease of City Land, Erf 3138 Pinelands, St Stephens Road, Pinelands — Case ID 130010921 / File Ref CT 14/3/6/1/2/1016/32/3138

Dear Ms Gola,

Chilli Ultimate writes to formally object to the proposed lease of Erf 3138 Pinelands to Pinelands Hockey Club (PHC) for sporting purposes. As a member of Pinelands Sports Club and steward of the Pinelands Oval, Chilli has been directly and extensively involved in engaging with PHC, the other PSC member clubs and affected sports clubs, and the City of Cape Town on matters relating to this facility from 2022 to 2024, with first-hand knowledge of the processes, correspondence, and conduct that have led to this lease application.

We wish to state clearly at the outset: **this lease application should be rejected.**

It is procedurally flawed, substantively harmful to the broader sporting community, and fundamentally incompatible with the City's own policies. We set out the grounds below, together with specific questions which we request the City to respond to individually and in writing.

Summary of objections:

We object to the proposed lease of Erf 3138 to Pinelands Hockey Club on the following grounds:

1. The lease is fundamentally incompatible with the City's Sport Asset Management Policy, which requires multi-code governance, equal representation, prohibitions on gate-keeping, and cooperative management structures — none of which are provided for in this application.
2. The lease area of 25,300 m² is approximately four times what is needed for an astroturf and extends up both sides of the top oval to encompass floodlight infrastructure used and maintained solely by Chilli Ultimate Club, threatening that club's continued access.
3. PHC has disclosed no detailed plans for the leased land, despite a prior proposal that included padel courts, squash courts, an indoor sports centre, and other major developments — the public cannot meaningfully comment on a lease when its true purpose is unknown.

4. The facility is not underutilised: it is in active, year-round use by Pinelands Cricket Club, Chilli Ultimate Club, Mutual Football, and the general public.
5. Replacing grass with astroturf will permanently and irreversibly exclude grass-dependent sporting codes from a facility they have maintained and invested in for years.
6. PHC has acted in bad faith, deliberately obstructing PSC's lease renewal, blocking constitutional reforms, and submitting this application unilaterally, without the knowledge or consent of its fellow PSC member clubs.
7. The City has repeatedly failed to respond to substantive objections raised since 2022 by multiple clubs and community organisations.

Detailed objections and questions to the City:

1. PHC'S LEASE APPLICATION IS INCOMPATIBLE WITH THE CITY'S SPORT ASSET MANAGEMENT POLICY

The City's Sport Asset Management Policy establishes clear principles for the governance of multi-use sport assets. The Pinelands Oval is precisely such a facility: it is used by multiple sporting codes (cricket, ultimate frisbee, soccer, athletics, and informal recreation) and has been managed for decades through the Pinelands Sports Club (PSC), a multi-code coordinating body. The Policy is unambiguous on a number of points that are directly contravened by this lease application:

Section 7.3.1 requires one Sport Assets Co-ordinating Committee per sport precinct. PSC already fulfils this role at the Pinelands Oval. Granting a lease directly to a single member club and bypassing PSC undermines this structure entirely.

Section 7.3.4 requires "official representative and equal representation of sporting fraternity." A lease to PHC alone provides no representation whatsoever to other entities.

Section 7.1.4 states that "gate-keeping and preventing public access to a sporting asset will not be permitted" and that allegations of gate-keeping will be investigated by the City. Granting PHC exclusive control over 25,300 m² including shared infrastructure such as floodlights creates the very conditions for gate-keeping that this provision prohibits.

Section 7.8.17 requires that any occupancy agreement include "non-negotiable provisions that protect public access to assets." The lease application as advertised contains no such protections.

Section 7.8.20 requires any club wishing to improve an asset beyond minimum standards to "seek support from the Sport Assets Co-ordinating Committee" and obtain City approval. PHC has not sought the support of PSC. On the contrary, PHC has actively refused to engage with PSC on this matter.

Section 8.5.3 states that “only clubs and codes based permanently at an asset and who use the asset or precinct on a regular basis” should elect code representatives. PHC has not used the grass fields at the Pinelands Oval for nearly 20 years. They train on astroturf at other facilities and use the clubhouse for social gatherings only. They are not regular users of the playing surfaces they seek to lease.

Section 8.9.5 requires clubs to “demonstrate through financial statements that sufficient funds and resources exist to complete the proposed building work.” PHC has not demonstrated this. Their initial proposal indicated that the astro would be funded by Cannon’s Creek Independent School, a private entity. It is unclear whether this arrangement persists, or whether PHC has any alternative funding source. The public is entitled to know who is funding a development on public land before a lease is granted.

Question 1: *Can the City explain how granting an exclusive lease to a single sporting code over a multi-use facility is consistent with the Sport Asset Management Policy, particularly sections 7.1.4, 7.2.2, 7.3.1, 7.8.17, and 7.8.20?*

Question 2: *Has PHC demonstrated, through audited financial statements as required by Section 8.9.5, that it has sufficient funds to complete the proposed development? If so, what is the funding source? If Cannon’s Creek Independent School is involved, how does the City justify a private school’s involvement in developing and potentially profiting from public land?*

2. THE LEASE AREA IS GROSSLY DISPROPORTIONATE AND CONCEALS UNDISCLOSED DEVELOPMENT PLANS

A hockey astroturf requires approximately 6,000 m². PHC is applying for a lease of 25,300 m², more than four times the area needed. The lease boundary extends up both sides of the top oval, encompassing the floodlight poles that currently serve the top field. These lights are used and maintained solely by Chillii Ultimate Club. The astro has no conceivable need for these portions of land. The only plausible explanation is that PHC is seeking to gain control over this infrastructure as a revenue-generating opportunity, at the direct expense of Chillii’s existing and ongoing use of these lights.

This is an existential concern for Chillii Ultimate Club. If PHC is granted control of the floodlight infrastructure through this lease, Chillii would effectively lose access to the lights it depends on for training and competition, without any recourse. This is precisely the gate-keeping the City’s own policy prohibits.

Furthermore, the discrepancy between the area required for an astro and the area applied for raises serious questions about PHC’s true intentions. PHC’s original 2022 proposal to the City included plans for padel courts, squash courts, an indoor multipurpose sports centre, an athletics track, and a roadway abutting residential properties — far beyond a single astroturf. In 2026, PHC now publicly claims the astro will be minimally disruptive, will use “only a small portion” of the field, and will not block access

for other sports or the community. These claims are directly contradicted by their own earlier proposal and by the scope of this lease application.

The public cannot meaningfully comment on a lease application when the intended use of the leased land has not been fully disclosed.

We are being asked to evaluate a lease for 25,300 m² without any detailed plans, any environmental or community impact assessment, or any binding commitments about what will or will not be built. This is not a legitimate public participation process; it is a blank cheque.

Question 3: *Why does PHC require a lease of 25,300 m²? What are the plans for the full application area and why would the City consider granting control to a single entity instead of multi-code entity?*

Question 4: *Does the City acknowledge that the lease boundary encompasses the top oval floodlight infrastructure? What protections will the City put in place to ensure that existing access to these lights for users of the top oval is preserved?*

Question 5: *Does the City consider it appropriate to grant a lease without requiring PHC to disclose its full, detailed development plans for public scrutiny and comment?*

3. THE FACILITY IS NOT UNDERUTILISED

The public advertisement accompanying this lease application states that the property is “underutilised” and “surplus to Council’s requirements.” This is factually incorrect. The Pinelands Oval is in active, regular use by multiple sporting codes throughout the year:

Pinelands Cricket Club (PCC) uses both ovals for matches and training across multiple teams, including senior, social, youth, and veterans sides. PCC already has fewer fields than the average club under the Western Province Cricket Association (which averages 2.6 fields per club). Losing the bottom oval would reduce them to a single field and jeopardise their competitive viability. PHC’s claim that an alternative field has been “secured” at Pinelands High School has been categorically denied by PCC: it was a single informal email from the school in 2023, the field is unavailable on Saturdays during cricket season, and no agreement, contract, or formal engagement has ever taken place.

Chilli Ultimate Club uses both ovals for training and matches multiple times per week, year-round, coordinating with PCC. Both clubs have invested significantly in the maintenance and upkeep of the fields, including the regular purchase and distribution of fertiliser, equipment, irrigation and the maintenance and running costs of the floodlights, significantly supplementing and surpassing the City’s maintenance activities.

The fields are also used regularly by Old Mutual Football since 2024 and members of the general public for recreation. All mentioned codes book and pay for this usage through the City booking system.

The City's own Sport Asset Management Policy (Section 7.9.1) provides for the City to "conduct audits where necessary to determine club membership and frequency of use of assets." If the City has not conducted such an audit before accepting PHC's characterisation of the facility as underutilised, it has failed in its own due diligence.

Question 6: *On what basis has the City determined that Erf 3138 is "underutilised" and "surplus to Council's requirements"?*

Question 7: *Has an audit of usage been conducted in accordance with Section 7.9.1 of the Sport Asset Management Policy? If not, will the City commit to conducting one before any decision is made?*

4. REPLACING GRASS WITH ASTROTURF PERMANENTLY EXCLUDES GRASS-DEPENDENT SPORTING CODES

Ultimate frisbee, soccer and cricket are grass-dependent sports. They cannot be played on astroturf. The conversion of any portion of the Pinelands Oval from natural grass to artificial turf would permanently and irreversibly exclude these codes from a facility they have used, maintained, and invested in for years. This is a structural displacement of established sporting communities from public land.

Question 8: *Has any assessment of the impact on grass-dependent sporting codes been undertaken by the City? Under what circumstances would it be deemed appropriate to permanently remove access for three grass-dependent codes currently using the facilities, in favour of a different, single code?*

5. PHC HAS ACTED IN BAD FAITH AND IN VIOLATION OF THE PSC CONSTITUTION

We wish to place on record the pattern of conduct by PHC that has led to this lease application, as it is directly relevant to the City's assessment of whether PHC is a suitable and trustworthy lessee of public land.

PHC is a member club of the Pinelands Sports Club (PSC), along with Pinelands Cricket Club (PCC) and Chilli Ultimate Club. PSC is the multi-code co-ordinating body that has governed the Pinelands Oval for decades. PHC has not used the grass playing fields for nearly 20 years — they train on astroturf at other venues and use only the clubhouse for social purposes.

From 2022 onwards, when PSC sought to renew its lapsed lease with the City and engage constructively on the future of the facility, PHC's chairperson systematically obstructed every attempt to move forward:

- PHC submitted a development proposal directly to the City without the knowledge or consent of PCC or Chilli, bypassing PSC entirely.
- When concerns were raised about the proposal by *numerous* parties in 2023, PHC refused to engage and the City failed to address them substantively.

- PHC refused to attend PSC meetings called to discuss the lease, despite being prompted six times over several months.
- PHC refused to sign a resolution supporting the renewal of PSC's own lease with the City, despite this being in the interest of all member clubs including PHC itself.
- When the PSC chairperson engaged Webb Attorneys (at no cost to PSC) to assist with the lease process, PHC's chairperson intervened directly with City officials, accusing the PSC chairperson and attorneys of acting "illegally," calling their actions "lies," and attempting to derail the process.
- PHC blocked a proposed update to the PSC constitution that would have introduced majority voting (replacing the existing consensus requirement that PHC was exploiting as a veto), a casting vote for the chairperson in deadlocks, and provisions to sanction member clubs acting contrary to PSC's objectives. PHC blocked these reforms by refusing to attend the meeting at which they would have been voted on.

The effect of this conduct is clear: PHC used its veto power under the existing PSC constitution to paralyse the organisation, prevent PSC from obtaining its own lease, prevent governance reforms that would have addressed the dysfunction, and then submitted its own lease application directly to the City, circumventing PSC entirely. This is not the conduct of a club acting in the interest of the sporting community. It is a deliberate strategy to capture a public asset for private benefit.

Question 9: *Is the City aware of PHC's status as a member club of PSC, and of the fact that PHC's lease application was submitted without the knowledge, consent, or involvement of PSC or its other member clubs? Does the City consider this consistent with the collaborative, multi-code governance model required by the Sport Asset Management Policy?*

Question 10: *Is the City aware that PSC has previously held a lease of the full facility, and has been attempting to secure a renewal of this lease since at least 2022, and that this process has been obstructed by PHC? Why has the City not progressed PSC's lease application while apparently accepting PHC's?*

6. THE CITY HAS FAILED IN ITS DUTY OF CONSULTATION — REPEATEDLY

This is not the first time concerns have been raised about the City's handling of this matter. In May 2023, formal correspondence was submitted to the City by Chilli Ultimate Club, Pinelands Cricket Club, Pinelands Athletics, Pinelands Scouts, and Mutual sports club raising substantive concerns and numerous questions about PHC's initial proposal. None of these received a response or adequate consideration by the City.

Instead, in October 2023, the City announced it would allow the astro on the bottom field — without any indication that it had engaged with the objections raised by multiple clubs and community organisations.

In December 2023, Chilli Ultimate Club sent an open letter to the City objecting to the process and demanding answers to questions previously raised, and asking that the City demonstrate it had considered all concerns. No response was ever received to this communication.

This current public participation process must not repeat that failure.

Question 10: *Can the City confirm that it received the formal objections submitted in May 2023 and the open letter from Chilli Ultimate Club in December 2023? If so, why were these never responded to? How can the community have confidence that this current comment period will result in genuine engagement, rather than a repetition of the previous pattern?*

Question 11: *What exactly is the process by which any comments received in the current comment period will be engaged with and responded to?*

Question 12: *What exactly is the criteria the City will use to evaluate the lease application and grant a decision?*

7. RELIEF SOUGHT

In light of the above, we respectfully but firmly request the following, in order of preference:

7.1 That the lease application be rejected outright, on the grounds that it is incompatible with City policy, that the publicly available information accompanying the application and intended use of the land is not sufficient for the purposes of commenting or evaluating the application, that the applicant has demonstrated a pattern of bad faith, that the facility is not underutilised, and that the lease would cause material and irreversible harm to established sporting codes and the broader community.

7.2 In the alternative, that the lease application be rejected or placed on indefinite hold until all of the following conditions are met:

- (a) PHC withdraws from PSC, so that its actions no longer compromise the interests of the other member clubs;
- (b) the lease boundaries are redrawn to include only the approximately 6,000 m² required for an astro, located at the far end of the lower field, with no encroachment on the top oval or its infrastructure;
- (c) PHC submits detailed, costed development plans for the full extent of the proposed lease area, for proper City and public scrutiny; and
- (d) PHC demonstrates, through audited financial statements, that it has sufficient funds to complete the development without reliance on undisclosed private or institutional partners.

7.3 In the further alternative, that the City recognise that the Sport Asset Management Policy does not permit a single club to obtain an exclusive lease over a multi-use precinct, and instead grant a lease of the entire facility — including both ovals and the clubhouse — to PSC as the existing Sport Assets Co-

ordinating Committee. Any astro development should then be pursued through PSC, with proper governance structures, an updated constitution aligned to the City's policy, and an operational framework that ensures equitable, multi-sport access is preserved. This is the option most aligned to the City's own policy and the community's best interest. It is also the option the City should have directed PHC towards years ago, rather than allowing a single club to pursue a unilateral path that has fractured the sporting community.

We request that the City provide a written response to each of the twelve questions posed in this letter, as was committed to by Ward Councillor Riad Davids. I also request confirmation that this objection has been received and will be placed on record as part of the public participation process.

We are available to discuss any aspect of this letter and to provide supporting documentation upon request.

Yours faithfully,

Chilli Ultimate

As represented by Brent Phillips, Chilli

Chairperson

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