

HESSEQUA MUNISIPALITEIT



AGENDA

RAADSVERGADERING

**DONDERDAG 25 SEPTEMBER 2025
OM 10:30**

19 September 2025

Raadslede
Hessequa Munisipaliteit
Posbus 29
RIVERSDAL
6670

Kennis geskied hiermee van 'n Raadsvergadering van Hessequa Munisipaliteit wat gehou sal word op:

DONDERDAG

25 SEPTEMBER 2025

om 10:30

in die Raadsaal, Burgersentrum, Van den Bergstraat, RIVERSDAL, om die ondergenoemde sake te bespreek.

Die uwe

MNR ASA DE KLERK
MUNISIPALE BESTUURDER

AGENDA

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4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

**5. VERKLARING VAN BELANGE DEUR RAADSLEDE / AMPTENARE RAKENDE ITEMS
WAT DIEN OP AGENDA**

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6. GOEDKEURING VAN NOTULES

HESSEQUA MUNISIPALITEIT



NOTULE

RAADSVERGADERING

**WOENSDAG 28 MEI 2025
OM 10:30**

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl HJ Saayman open met 'n gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Mnr GJ Goliath
Rdl AP Daniëls	Mnr H Visser
Rdl RG Davids	Mnr R Manho
Rdl LC February	Mnr A Kleynhans
Rdl J Hartnick	Mnr R Heunis
Rdl J Hoogbaard	Mnr C Swartz
Rdl NA Joseph	Me R Erasmus
Rdl S Le Roux	Mnr L de Villiers
Rdl IT Mangaliso	Me K Page
Rdl L Pieterse	Mnr L Jansen
Rdl G Riddles	Mnr S Hlatshwayo
Rdl HJ Saayman	
Rdl BD Smith	
Rdl MC van den Berg	Me T Hendricks (notuleerder)
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Rdl CP Taute

Me AM Griesel

Mnr D Lewis-Michaels

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen.

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen.

5. VERKLARING VAN BELANGE DEUR RAADSLEDE/AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

5.1 Mnr R Heunis verklaar sy belange by Item 9.2 – Acting in the absence of the Director: Community Services.

6. GOEDKEURING VAN NOTULES

BESLUIT:

6.1 Dat die Notule van 'n Raadsvergadering gehou op 26 Maart 2025 goedgekeur word.
Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.2 Dat die Notule van 'n Spesiale Raadsvergadering gehou op 30 April 2025 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Dat kennis geneem word van die verslag van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 26 Februarie 2025.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

8.2 Dat kennis geneem word van die verslag van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 26 Maart 2025.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

Die volgende Raadslede versoek dat hulle teenstem aangeteken word teen besluit 8.1 – 8.2:

Rdl ME Dayimani, Rdl LC February, Rdl NA Joseph, Rdl AP Daniëls en Rdl L Pieterse.

9. SAKE VIR BESPREKING

9.1 FINAL BUDGET FOR THE MTREF 2025/2026 PERIOD

File number / Verwysingsnommer: 5/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Director Financial Services: Gerard Goliath

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Executive Mayor, Cllr G Riddles, delivers his budget speech for the period 2025/26 and submits it to the Speaker for inclusion in the Annual Budget.

The Speaker gives the Director: Financial Services, Mr GJ Goliath the opportunity to inform Council regarding the item.

The Speaker opens the floor for discussion.

Cllr ME Dayimani requests a caucus at 11:23.

The Speaker allows a caucus.

The meeting resumes at 11:31.

Cllr G Riddles makes a proposal seconded by Cllr BD Smith

There was no counter proposal.

RESOLUTION / BESLUIT

1. That the 2025/26 MTREF operating budget be approved as follows:

Description	Budget Year 2025/26	Budget Year 2026/27	Budget Year 2027/28
Total Revenue	807 340 166	815 863 525	875 183 060
Total Expenditure	805 898 083	819 272 598	875 616 208
Surplus/(Deficit)	1 442 083	-3 409 073	-433 148
Capital Transfers & Subsidies	62 341 400	43 224 400	33 440 400
Surplus/(Deficit) after capital transfers	63 783 483	39 815 327	33 007 252
(Including Capital Transfers Excluding internal Transfers)			

2. That the following tariff increases for 2025/26 be approved:

<u>PROPERTY RATES:</u>	5.9%
<u>WATER:</u>	5.9%
<u>SOLID WASTE:</u>	5.9%
<u>SEWERAGE:</u>	5.9%
<u>ELECTRICITY</u>	

All customers except indigent customers		Average 11.32%
Basic fees		11.32%
Indigent 0 – 50kwh	Tariffs Annexure A	Free
51 – 350kwh	Tariffs Annexure A	11.32%

SUNDRY TARIFFS:

6 - 8%

RENTALS:

Per Contracts

DEVELOPMENT CHARGES

- Approval in terms of Hessequa Municipal Planning Bylaw of 2015 before 1 July 2023 – **unchanged from 2023/2024 and 2024/2025**
- Approval in terms of Hessequa Municipal Planning Bylaw of 2015 after 1 July 2023 – as per table below (unchanged from 2023/2024 and 2024/2025):

		VAT excluded Rand	VAT included Rand
Water	Kiloliter per day	31 726.00	36 484.90
Sewerage	Kiloliter per day	32 564.00	37 448.60
Stormwater	Run-off Coefficient per hectare	281 250.00	323 437.50
Solid Waste	Removals per week	12 800.00	14 720.00
Roads	Vehicle trip generation per day	3 267.00	3 757.05

- That the tariffs as set out in Annexure A be approved with effect from 1 July 2025.
- That the electricity tariffs be approved, **subject to NERSA's approval**.
- The following positions are included in the MTREF budget for 2025/26.

POST DESIGNATION	DEPARTMENT	DIRECTORATE	T-GRADING	COST TO COMPANY
GOVERNANCE AND SECURITY OFFICER	INFORMATION AND COMMUNICATION TECHNOLOGY	CORPORATE MANAGEMENT	T12	R 571 461
				R 571 461

- That the 2025/26 MTREF capital budget be approved and financed as follows:

	Budget 2025/26	Budget 2026/27	Budget 2027/28
Capital Expenditure	187 628 300	153 499 000	145 711 700
<u>Finance Source</u>			
Internally Generated funds	75 286 900	90 274 600	42 271 300
Borrowing	50 000 000	20 000 000	70 000 000
Grants & Subsidies	62 341 400	43 224 400	33 440 400

7. That the budget related policies and By-Laws as set out in Annexure B be approved.
 - Property Rates Policy & By-Law (B1)
 - Indigent Policy (B2)
 - Credit Control and Debt Collection Policy & By-Law (B3)
 - Principles and Policy on Tariffs and Free Basic Services & By-Law (B4)
 - Write-off Policy (B5)
 - Cash Management and Investment Policy (B6)
 - Asset Management Policy (B7)
 - SCM Policy (B8)
 - Virement Policy (B9)
 - Liquidity Policy (B10)
 - Borrowing Funds and Reserve Policy (B11)
 - Cost Containment Policy (B12)
 - Development Charges Policy (B13)
 - Budget Policy (B14)
 - Long- Term Financial Policy (B15)
8. That the MTREF and National Treasury budget schedules attached as Annexure F, be approved.
9. That the capital procurement plan as per Annexure D, be approved.
10. That the Property Rates Reconciliation as per Annexure E, be approved.
11. That National Treasuries tariff tool as per Annexure L, be approved.
12. That the Provincial Government SIME report/ presentation and Councils response as per Annexure I, be noted.
13. That Councils response to comments received as per Annexure H, be approved.
14. That the locking of the budget immediately at the start of the new financial year on 01 July 2025, be approved.
15. That the mScoa Roadmap as per Annexure M, be approved.

Proposer Cllr G Riddles, seconded Cllr BD Smith

The following Councillors requested that their concern regarding the escalation of tariffs being higher than the inflation, be noted:

Cllr ME Dayimani, Cllr LC February, Cllr NA Joseph, Cllr AP Daniëls and Cllr L Pieterse.

Cllr IT Mangaliso requested that his concern regarding the escalation of tariffs being higher than the inflation, be noted.

Mnr R Heunis word verskoon tydens die bespreking van Item 9.2 om 11:50.

9.2 ACTING IN THE ABSENCE OF DIRECTOR: COMMUNITY SERVICES

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Municipal Manager: Mr ASA de Klerk

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the acting of Mr R Heunis (Manager: Community Development) in the absence Mr Lewis-Michaels (Director: Community Services) from 28 May to 13 June 2025.
2. That an acting allowance calculated in terms of the Collective Agreement be paid to Mr Heunis.

Proposer Cllr GL Boezak, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

Mnr R Heunis sluit om 11:52 by die vergadering aan.

9.3 HERSIENDE HESSEQUA BEHUISINGSPYPLYN

File number / Verwysingsnommer: 17/5/B

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Behuising – C Duthie

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl B van Noordwyk maak 'n voorstel gesekondeer deur Rdl HJ Saayman.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die Hersiende Hessequa Behuisingspyplyn.
2. Dat die Raad kennis neem dat die Hersiende Hessequa Behuisingspyplyn op Maandag, 19 Mei 2025 met die Raad gewerkswinkel was.
3. Dat die Raad die Hersiende Hessequa Behuisingspyplyn goedkeur.

Voorstel Rdl B van Noordwyk, sekondant Rdl HJ Saayman

Die voorstel word eenparig as 'n besluit aanvaar.

Rdl G Riddles verlaat die vergadering om 12:03 en keer terug om 12:06.

9.4 MORATORIUM ON APPLICATION BY OPERATORS FOR MINIBUS TAXI TYPE OR SCHEDULED TRANSPORT SERVICES BETWEEN RIVERSDALE AND STILL BAY

File number / Verwysingsnommer: 14/2/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager Protection Services: C. Swartz

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr RG Davids requests a caucus at 12:08.

The Speaker allows a caucus.

The meeting resumes at 12:16.

Cllr GL Boezak makes a proposal seconded by Cllr B van Noordwyk.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council place a moratorium on the Riversdale - Still Bay taxi/bus route until a new needs analysis is concluded in terms of the Operating License Strategy.

Proposer Cllr GL Boezak, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

9.5 HERSIENING VAN DIENSSTANDAARDE VIR 2025/2026

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Hoof: Openbare Betrekkinge en Administrasie – Me D Budricks

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl B van Noordwyk maak 'n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die diensstandaarde vir die 2025/2026 periode goedkeur.
2. Dat 'n maandelikse moniteringsverslag van die afhandeling van klagtes en take in terme van die diensstandaarde, aan die Munisipale Bestuurder voorgelê word.

Voorstel Rdl B van Noordwyk, sekondant Rdl RG Davids

Die voorstel word eenparig as 'n besluit aanvaar.

9.6 NATIONAL RURAL YOUTH SERVICE CORPS (NARYSEC) SKILLS PROGRAMME

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr RG Davids makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the National Rural Youth Service Corps (NARYSEC) programme and support the request for skills development for Youth within Hessequa Municipal Area to the Department of Agriculture, Land Reform and Rural Development's (DALRRD).
2. That Council approve the Exit Plan within the Municipal Departments after Youth has been trained through the NARYSEC programme, and priority should be given to Technical Occupational Certificates (Apprenticeships) for infrastructure maintenance as identified by the Technical Services Directorate seeing that only nine youth can be recruited as per DALRRD's Annual Integrated Operational Plan for 2025/26.

Proposer Cllr RG Davids, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

9.7 ADOPTION OF AMENDED 2022-2027 INTEGRATED DEVELOPMENT PLAN (IDP)

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr G Riddles.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the public comments received during the April opportunity for public comment.
2. That Council take note of provincial assessment reports received on the Draft Amended 2022-2027 IDP.
3. That Council approve the 2024/2025 Spatial Development Framework (SDF) be approved as part of the 2025/2026 Integrated Development Plan (IDP), in terms of Section 6(9) of the Bylaw on Municipal Land Use Planning, 2015, read together with Section 34(b) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).
4. That Council approve the Amended 2022-2027 Integrated Development Plan.
5. That a notice regarding the approval of the 2024/2025 SDF, be placed in the Provincial Gazette, in terms of Section 20(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013).
6. That a notice regarding the approval of the 2024/2025 SDF, be placed on the official website and Facebook page of the municipality, and in the Suid Kaap Forum, in terms of Section 6(9) of the Bylaw on Municipal Land Use Planning, 2015.
7. That the approved Amended 2022-2027 Integrated Development Plan be submitted to the office of the MEC for Local Government in the Western Cape in accordance with Section 32 of the Municipal System Act 32 of 2000.
8. That the approved Amended 2022-2027 Integrated Development Plan be made public by distribution to local libraries and be placed on the municipal website.

Proposer Cllr B van Noordwyk, seconded Cllr G Riddles

The proposal was adopted unanimously as a resolution.

Cllr G Riddles, Cllr IT Mangaliso, Cllr ME Dayimani and Cllr MC van den Berg thanked Mr L de Villiers and his team for the Amended Integrated Development Plan.

Mnr L de Villiers verlaat die vergadering om 12:26.

9.8 OORWEGING VAN VERGOEDING TEN OPSIGTE VAN DIE WESTELIKE VERBYPAD, STILBAAI-WES

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl BD Smith.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die beginsel van vergoeding aan die grondeienaars/ontwikkelaars wat deur die westelike verbypad geaffekteer word, goedkeur, onderhewig aan die volgende voorwaardes;
 - 1.1 Dat die vergoeding slegs sal geskied wanneer die betrokke eiendom waaroor die pad loop, ontwikkel gaan word. Geen vergoeding sal betaal word waar aan grondeienaars/ontwikkelaars nie hul eiendomme ontwikkel nie.
 - 1.2 Vergoeding in hierdie geval verwys na die waarde van die grond wat afgestaan wou word met die bou van die westelike verbypad oor 'n grondeenaar/ontwikkelaar se eiendom en sal bereken word op die breedte van die padreserwe en die lengte van die pad oor die betrokke eiendom.
 - 1.3 Vergoeding sal bereken word op grond van onafhanklike waardasie verslae.
 - 1.4 'n Serwituut Reg-van-Weg moet oor die pad gedeelte geregistreer word tot tyd en wyl 'n Algemene Plan vir die betrokke ontwikkeling by die Aktekantoor geregistreer is.
 - 1.5 Die vergoeding sal afgespeel word teen die waarde van die grond sowel as die ontwikkelings kostes wat die grondeenaar/ontwikkelaar aangegaan het om die pad te ontwikkel.
 - 1.6 Die vergoeding van die eiendom ter sprake sal deur middel van 'n dienste ooreenkoms met die Raad bepaal word.

Voorstel Rdl HJ Saayman, sekondant Rdl BD Smith

Die voorstel word eenparig as 'n besluit aanvaar.

Die vergadering verdaag om 12:27.

.....

GOEDGEKEUR

.....

DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

SPEZIALE RAADSVERGADERING

**WOENSDAG 11 JUNIE 2025
OM 10:00**

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl RG Davids open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Me M Griesel
Rdl AP Daniëls	Mnr R Manho
Rdl RG Davids	Mnr G Goliath
Rdl LC February	Mnr H Visser
Rdl J Hartnick	Mnr R Heunis
Rdl J Hoogbaard	Mnr A Kleynhans
Rdl NA Joseph	Me A Carelse
Rdl S Le Roux	Me S Sanders
Rdl IT Mangaliso	
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	Me M Adams (notuleerder)
Rdl BD Smith	
Rdl CP Taute	
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Mnr D Lewis-Michaels

2.3 Afwesig sonder verskoning

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

5. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

5.1 Rdl IT Mangaliso verklaar sy belang by Item 6.2 – Vervreemding van die Restant van Erf 3189, Albertinia en Erf 4215, Albertinia

6. SAKE VIR BESPREKING

6.1 VERKOOP VAN 'N GEDEELTE VAN RESTANT VAN ERF 281 (ONGEVEER 1.6 HA), GOURITSMOND

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 11 Junie 2025

Report by / Verslag deur: Bestuurder Eiendomsbestuur Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl RG Davids maak 'n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die aanbod van R2 250 000.00 (BTW uitgesluit) soos ontvang van Genken Properties CC vir die aankoop van 'n gedeelte (ongeveer 1.6 hektaar) van Erf 281, Gouritsmond, goedkeur.
2. Dat die Raad kennis neem van die opskortende voorwaardes soos uiteengesit in klousule 35 van die koopoporeenkoms.
3. Dat die Munisipale Bestuurder gemagtig word om die koopoporeenkoms tussen Hessequa Munisipaliteit en Genken Properties CC vir die bedrag van R2 250 000.00 (BTW uitgesluit) te onderteken.

Voorstel Rdl RG Davids, sekondant Rdl S Le Roux

Die voorstel word eenparig as 'n besluit aanvaar.

Rdl IT Mangaliso word verskoon tydens die bespreking van Item 6.2 om 10:07.

6.2 VERVREEMDING VAN DIE RESTANT VAN ERF 3189, ALBERTINIA EN ERF 4215, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 11 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl B van Noordwyk.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die hoogste aanbod soos ontvang van die Pinkster Protestante Kerk ten bedrae van R60 000.00 (BTW uitgesluit) ten opsigte van die Restant van Erf 3189, Albertinia met 'n totale oppervlak van 923 vk.m, goedkeur.
2. Dat die Raad die hoogste aanbod soos ontvang van I.T. Mangaliso ten bedrae van R54 000.00 (BTW uitgesluit) ten opsigte van Erf 4215, Albertinia met 'n totale oppervlak van 899 vk.m, goedkeur.
3. Dat die Munisipale Bestuurder gemagtig word om die koopkontrakte ten opsigte van die Restant van Erf 3189, Albertinia en Erf 4215, Albertinia te onderteken teen die koopsom soos gespesifiseer in aanbevelings 1 en 2.
4. Dat 'n addendum tot die koopkontrak opgestel word welke stipuleer dat die kopers 'n gebou met 'n minimum oppervlakte van 100vk meter moet oprig binne 5 jaar vanaf die datum waarop die eiendom in die koper se naam geregistreer is. By versuim om aan die voorwaardes te voldoen, behou die Raad die reg voor om die eiendom terug te koop teen die oorspronklike koopprys.

Voorstel Rdl HJ Saayman, sekondant Rdl B van Noordwyk

Die voorstel word eenparig as 'n besluit aanvaar.

Rdl IT Mangaliso sluit om 10:14 by die vergadering aan.

6.3 TENDER NO: HES-FIN 01/2425 – THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS TO HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 8/1

Item date / Item datum: 11 June 2025

Report by / Verslag deur: Manager: Expenditure - Mrs. A Carelse

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note that the Municipal Manager complied with Chapter 4: Section 33(1)(a)(i) and (ii) of the Local Government: Municipal Finance Management Act, Act 56 Of 2003 (MFMA).
2. That Council considered Chapter 4: Section 33(1)(b)(i), (ii), (iii) and (iv) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA), for the approval of contract HES-FIN 01/2425 for appointment of a service provider for THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS to Hessequa Municipality from 01 July 2025 to 30 June 2030.
3. That Council in terms of Section 33 (1)(c) of the MFMA resolve that:
 - 3.1 The municipality will derive a significant financial economic or financial benefit from the contract.
 - 3.2 The Banking Services agreement under contract HES-FIN 01/2425 is approved in its entirety, exactly as it is to be executed; and
 - 3.3 Authorises the municipal manager to sign the contract on behalf of the municipality.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

Die vergadering verdaag om 10:16.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

SPESIALE RAADSVERGADERING

**VRYDAG, 27 JUNIE 2025
OM 10:30**

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl GL Boezak open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Mnr R Manho
Rdl AP Daniëls	Mnr H Visser
Rdl RG Davids	Mnr D Lewis-Michaels
Rdl LC February	Me A Carelse
Rdl J Hartnick	Mnr A Kleynhans
Rdl J Hoogbaard	Me S Sanders
Rdl NA Joseph	
Rdl S Le Roux	
Rdl L Pieterse	
Rdl G Riddles	Me M Adams (notuleerder)
Rdl HJ Saayman	
Rdl BD Smith	
Rdl CP Taute	
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Rdl IT Mangailso

2.3 Afwesig sonder verskoning

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

3.1 Die Speaker rig 'n spesiale verwelkoming aan Me Sarah Sanders die nuut aangestelde Bestuurder: Regsdienste en Administrasie.

3.2 Die Speaker kondig aan dat die Raad in reses gaan vanaf 30 Junie 2025 – 11 Julie 2025.

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

5. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

6. SAKE VIR BESPREKING

6.1 VERKOOP VAN 'N GEDEELTE (ONGEVEER 479 VK.M) VAN DIE RESTANT VAN ERF 557, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl S Le Roux maak 'n voorstel gesekondeer deur Rdl GL Boezak.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 479 vk.m) van die restant van Erf 557, Muirstraat, Heidelberg nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 479 vk.m) van die restant van Erf 557, Muirstraat, Heidelberg direk aan Sharon Gene Ross Dalglish, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.6):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.

- 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
- 2.3 Dat die eiendom met Erf 668, Muirstraat, Heidelberg op die koper se onkoste gekonsolideer word.
- 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
- 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
- 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.

Voorstel Rdl S Le Roux, sekondant Rdl GL Boezak

Die voorstel word eenparig as 'n besluit aanvaar.

6.2 VERKOOP VAN 'N GEDEELTE VAN ERF 548, GOURITSMOND

File number / Verwysingsnommer: 7/2/2/2

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl RG Davids maak 'n voorstel gesekondeer deur Rdl HJ Saayman

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die aansoek van Meneer Ibrahim Aden Faluk vir die aankoop van 'n gedeelte (ongeveer 160 vk.m) van Erf 548, Gouritsmond, afgekeur word aangesien die eiendom gereserveer word vir toekomstige gebruik deur die munisipaliteit.

Voorstel Rdl RG Davids, sekondant Rdl HJ Saayman

Die voorstel word eenparig as 'n besluit aanvaar.

6.3 REPORT ON THE IMPLEMENTATION OF SPLUMA AND THE MUNICIPAL PLANNING TRIBUNAL ON 1 JULY 2025

File number / Verwysingsnommer: 15/4

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Paul Louw: Manager: Planning

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr B van Noordwyk

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take cognisance that the current Memorandum of Agreement for a Joint Municipal Planning Tribunal between Mossel Bay Municipality, George Municipality, Hessequa Municipality, Oudtshoorn Municipality and Kannaland Municipality, comes to an end in February 2026.
2. That, in terms of Section 35 of the Spatial Planning and Land Use Management Act and Section 71 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, Council approve the establishment of a Joint Municipal Planning Tribunal for 10 years and that a Memorandum of Agreement between the participating Municipalities, be signed by all participating Municipalities.
3. That the Memorandum of Agreement again makes provision for the Joint Municipal Planning Tribunal arrangement to be revisited after 5 years.
4. That authority be delegated to the Municipal Manager to negotiate and sign the Joint Municipal Planning Tribunal Agreement and appoint members in terms of Section 36 of the Spatial Planning and Land Use Management Act and Section 72 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, to serve on the Joint Municipal Planning Tribunal.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

6.4 ADOPTION OF THE REVIEWED HOUSE SHOP POLICY

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Planning: Paul Louw

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr ME Daymani makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the revised House Shop Policy.

Proposer Cllr ME Dayimani, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

6.5 PRIORITISATION OF THE REGIONAL SOCIO-ECONOMIC PROGRAMME (RSEP) GRANT FUNDING ALLOCATION

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the Regional Socio-Economic Programme (RSEP) and the funding being made available for the Kwanokuthula Activity Node.
2. That Council approve the projects identified by the Kwanokuthula Community on 8 May 2025 and the construction of bus shelters in Dahlia street as priority.

3. That the Ward Committee in collaboration with representatives from all Directorates make a recommendation to the Municipal Manager where the shelters should be erected.
4. That the covered area in front of the Business Hub be used by the school children on rainy days when they are waiting to be picked up by the school buses.

Proposer Cllr B van Noordwyk, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

6.6 CONSIDERATION OF PLACING A MORATORIUM ON NEW DEVELOPMENTS IN WITSAND

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the placement of a moratorium on all new developments in Witsand.
2. That the moratorium be valid from the date of approval.
3. That the moratorium be applicable to:
 - 3.1 All new development applications received after the Council resolution of placing a moratorium.
 - 3.2 New subdivisions.
 - 3.3 Consent use applications for second dwelling units bigger than 60m².
 - 3.4 Double dwelling applications.
 - 3.5 Rezoning applications where it constitutes the increase in the number of dwelling units on the property.
4. That the moratorium will not be applicable to:

- 4.1 New land use applications that were submitted before the Council took a decision on the moratorium.
- 4.2 Existing vacant erven.
- 4.3 Granny flats of up to 60m².
- 4.4 Self-catering units.

Proposer Cllr GL Boezak, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

Rdl L Pieterse verlaat die vergadering om 10:44 en keer terug om 10:47.

6.7 AFSKRYWING VAN LOS BATES 2024/2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Voorsieningskanaalbestuur, Bates & Versekering:
Mnr R Bent

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak 'n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die item terugverwys word vir verdere ondersoek.

Voorstel Rdl BD Smith, sekondant Rdl RG Davids

Die voorstel word eenparig as 'n besluit aanvaar.

6.8 OPENBARE DEELNAME PROSES: WYK-AFBAKENING VIR HESSEQUA MUNISIPALITEIT

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur Ontwikkelingsbeplanning: Mnr HS Visser

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Voorstel 1

1. Dat die Raad toestemming verleen om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.
2. Dat die Munisipaliteit nie die voorstel van die MDB naamlik die gedeelte van Wyk 6 by Wyk 9 te voeg te ondersteun nie.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.

Voorstel Rdl BD Smith, sekondant Rdl S Le Roux

Voorstel 2

1. Dat die Raad toestemming verleen om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.
2. Dat die Munisipaliteit aanvaar die wysigings aan die onderskeie wyksgrense wat voorgestel is.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.

Voorstel Rdl CP Taute, sekondant Rdl NA Joseph

Die Raad gaan oor in stemming deur die opsteek van hande.

Voorstel 2 – 6

Voorstel 1 – 10

Voorstel 1 word as 'n besluit aanvaar.

RESOLUTION / BESLUIT

1. Dat die Raad toestemming verleen om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.
2. Dat die Munisipaliteit nie die voorstel van die MDB naamlik die gedeelte van Wyk 6 by Wyk 9 te voeg te ondersteun nie.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.

Voorstel Rdl Rdl BD Smith, sekondant Rdl S Le Roux

Die volgende Raadslede versoek dat hulle teenstem aangeteken word teen besluit 6.8: Rdl ME Dayimani, Rdl CP Taute, Rdl LC February, Rdl NA Joseph, Rdl AP Daniëls en Rdl L Pieterse.

Die Speaker vra die lede van die publiek om die vergadering te verlaat vir die bespreking van die vertroulike items.

Die vergadering verdaag om 11:02.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

SPEZIALE RAADSVERGADERING

**WOENSDAG, 30 JULIE 2025
OM 10:30**

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl J Hoogbaard open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Me M Griesel
Rdl RG Davids	Mnr R Manho
Rdl LC February	Mnr H Visser
Rdl Jennifer Hartnick	Mnr D Lewis-Michaels
Rdl Johannes Hartnick	Mnr GJ Goliath
Rdl J Hoogbaard	Me S Sanders
Rdl NA Joseph	Mnr A Kleynhans
Rdl S Le Roux	
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	Me T Hendricks (notuleerder)
Rdl BD Smith	
Rdl CP Taute	
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Rdl AP Daniëls

2.3 Afwesig sonder verskoning

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

3.1 Die Speaker rig 'n spesiale verwelkoming aan Rdl Jennifer Hartnick die nuwe PA Raadslid by Hessequa Munisipaliteit.

- 4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER**
- 4.1 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor die families van Me Magda Niemand, Mnr FC Conradie, Mnr Ruben Bezuidenhout, Me Surita Uys en Mnr Abraham Appollis, wie afgesterf het.
- 4.2 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor Rdl J Hoogbaard met die afsterwe van sy Pa.
- 5. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA**
- 5.1 Mnr ASA de Klerk verklaar sy belange by Item 6.21 - Petition received from Mr Alexander Panzek regarding the Dismissal of Ms Sophia Cloete (Parney).
- 6. SAKE VIR BESPREKING**

**6.1 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES
(SECTION 52) – JUNE 2025– 4TH QUARTER**

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting- R.R Erasmus

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 4th quarter of the 2024/2025 financial year.
2. That the report be submitted to National and Provincial Treasuries as required.
3. That Council approve the Quarterly Budget Monitoring (Section 52) Report.
4. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

6.2 CONTRACT NO: HES-FIN 01/2425 – THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS TO HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 8/1

Item date / Item datum: 30 July 2025

Report by / Verslag deur: Manager: Expenditure - Mrs. A Carelse

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr J Hoogbaard.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note that the Municipal Manager complied with Chapter 4: Section 33(1)(a)(i) and (ii) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA).
2. That Council in terms of Section 33 (1)(c) of the MFMA resolve that:
 - 2.1 The addendum to the contract be approved.
 - 2.2 The Banking Services agreement under contract HES-FIN 01/2425 is approved in its entirety, exactly as it is to be executed; and
 - 2.3 Authorises the municipal manager to sign the addendum on behalf of the municipality.

Proposer Cllr BD Smith, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution.

6.3 AANSTEL VAN TWEE LEDE OP DIE OUDITKOMITEE

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Interne Oudit – Mnr J. Oosthuizen

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die sewe aansoeke wat ontvang is vir die aanstelling van lede op die Ouditkomitee.
2. Dat die volgende persone goedgekeur word om te dien op die Ouditkomitee vanaf 1 November 2025:
 - a. Mnr. H. Louw
 - b. Mev. A. Vosloo

Voorstel Rdl HJ Saayman, sekondant Rdl RG Davids

Die voorstel word eenparig as 'n besluit aanvaar.

6.4 APPROVAL OF THE AUDIT- AND PERFORMANCE AUDIT COMMITTEE CHARTER

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr S Le Roux makes a proposal seconded by Cllr J Hoogbaard.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the Audit- and Performance Audit Committee charter.

Proposer Cllr S Le Roux, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution.

6.5 AFSKRYWING VAN LOS BATES 2024/2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Voorsieningskanaalbestuur, Bates & Versekering: Mnr R Bent

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak 'n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die los bates (291) ten bedrae van R433 791.21 op **Bylae A** afgeskryf word.
2. Dat die los bates (28) ten bedrae van R20 152.79 op **Bylae B** afgeskryf word.
3. Dat die bates wat afgeskryf word (**Bylae A & B**) van die Raad se Bateregister verwyder word.
4. Dat die afgeskryfde los bates op **Bylae A** later op 'n openbare veiling verkoop word of mee weggedoen word as "Ewaste" soos aangedui.

Voorstel Rdl BD Smith, sekondant Rdl S Le Roux

Die voorstel word eenparig as 'n besluit aanvaar.

6.6 IMPLEMENTATION OF FIRST HOME FINANCE (FHF) IN THE MELKHOUTFONTEIN WEST HOUSING PROJECT

File number / Verwysingsnommer: 17/5/1/2/6/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Housing Official – AR Mohammed

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr HJ Saayman.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the housing typologies, as well as the associated costs and initial selling prices of houses in the Affordable Housing segment (FHF) of the Melkhoutfontein Housing Project.
2. That Council approve the waiving of the following municipal cost that could have an impact on the final price per unit:
 - Electrical connection cost
 - Water connection cost
 - Sewer connection cost
 - Building fee cost per unit
 - Marketing: Sales administration costs
3. That the housing department proceed with all marketing and information sessions in Melkhoutfontein for people in the income bracket R7001-R22 000.
4. That ASLA provide a detailed Rollout/Implementation Plan for the Affordable Housing part of the Melkhoutfontein Housing Project.

Proposer Cllr GL Boezak, seconded Cllr HJ Saayman

The proposal was adopted unanimously as a resolution.

6.7 AANKOOP/HUUR VAN ERF 2027, MULDERSTRAAT, RIVERSDAL VIR DIE VESTIGING VAN DIE HESSEQUA BRANDWEER BASIS

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Beskermingsdienste – Channell Swartz

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl GL Boezak maak 'n voorstel gesekondeer deur Rdl B van Noordwyk.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad in beginsel goedkeuring verleen dat die Direkteur Gemeenskapsdienste en die Bestuurder: Beskermingsdienste in oorleg met die Bestuurder: Eiendomsbestuur die onderhandelings met die verteenwoordigers van die Garden Route Distriksmunisipaliteit fasiliteer, ten einde Erf 2027, Mulderstraat, Riversdal as eerste opsie aan te koop, maar as alternatiewe opsie te huur.
2. Dat daar gepoog word om die onderhandelings te finaliseer teen 30 November 2025 en dat daar 'n begrotingsinset vir die verwante kostes om die eiendom aan te koop/te huur ingedien word by die Begrotingskantoor.
3. Dat nadat die onderhandelings gefinaliseer is, die Raad per item ingelig word oor die uitkoms van die onderhandelings.

Voorstel Rdl GL Boezak, sekondant Rdl B van Noordwyk

Die voorstel word eenparig as 'n besluit aanvaar.

6.8 CONSIDERATION OF AN AMENDMENT TO THE CONDITIONS OF THE SALES AGREEMENT APPLICABLE TO THE REMAINDER OF ERF 1349 AND ERF 1346, STILBAAI-EAST, HESSEQUA MUNICIPALITY (STILBAAI DUNES DEVELOPMENT)

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr RG Davids makes a proposal seconded by Cllr BD Smith.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the request of PlanServ (Pty) Ltd, on behalf of Mr. N.S. Viljoen, the registered owner of the Remainder of Erf 1349 and Erf 1346, Stilbaai-East, for an amendment to the conditions of the sales agreement between the developer and the Hessequa Municipality as follows:
 - 1.1 The removal of two squash courts and saunas from the sales agreement.
2. That after the issuing of 25 occupational certificates for the resort units, the Developer must construct Phase I of the recreational facilities.
3. That the Developer submit a development plan for Phase I of the recreational facilities within 60 days of this approval to the municipality for consideration.
4. That the above decision be added to the original Sales Agreement as an Addendum to the agreement.
5. That the Developer be responsible for the costs of drafting this Amendment.
6. That this approval does not constitute an approval of the amended Site Development Plan.
7. That Council approve the following additions to the agreement.
8. That the Developer submits a development plan for the phasing of the recreational facilities and the 50 resort units within 60 days of this approval to the municipality for consideration.
9. That Council approve this phased plan must clearly set out the time frames for the implementation of the recreational facilities together with the resort units for example, 10 x resort units = multi-purpose centre, 5 x resort units= swimming pool, etc.

Proposer Cllr RG Davids, seconded Cllr BD Smith

The proposal was adopted unanimously as a resolution.

6.9 WYSIGING VAN DIE MUNISIPALE KODE – VOORNEME OM DIE VERORDENING INSAKE GRONDBEPLANNING EN SONERINGSKEMA TE HERSIEN

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die hersiening van die volgende verordeninge goedkeur:
 - 1.1 Verordening insake Grondbeplanning, 2015
 - 1.2 Verordening insake Soneringskema, 2018
2. Dat die eerste konsep gewysigde verordeninge in 'n werkswinkel aan die Raad voorgehou sal word.
3. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling nommer 2, gepubliseer word vir die publiek se kommentaar en insette.

Voorstel Rdl HJ Saayman, sekondant Rdl S Le Roux

Die voorstel word eenparig as 'n besluit aanvaar.

6.10 VOORRAAD OPNAME 2024/2025

File number / Verwysingsnommer: 5/3/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Hoofklerk – Uitgawes: Mnr D Adams

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl RG Davids maak 'n voorstel gesekondeer deur Rdl GL Boezak.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die voorraad opname wat gedoen is by al die Raad se store gedurende die tydperk 24 Junie 2025 tot 27 Junie 2025.
2. Dat die Raad kennis neem dat behoorlike registers bygehou was, wat aantoon watter voorraad voorhande moet wees en wat die waarde van die voorraad items is.
3. Dat die Raad kennis neem dat geen tekorte of surplusse gevind is by enige een van hierdie store nie.
4. Dat die Raad die ses en dertig (36) items soos vervat in Aanhangsel A ten bedrae van R62 569.04 goedkeur vir afskrywing.

Voorstel Rdl RG Davids, sekondant Rdl GL Boezak

Die voorstel word eenparig as 'n besluit aanvaar.

6.11 2025/2026 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP)

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: SDBIP/PMS Administrator – Ms L Marais

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the 2025/26 Service Delivery and Budget Implementation Plan (SDBIP).
2. That Council take note that the Service Delivery and Budget Implementation Plan and the Performance Agreements of the Municipal Manager and Directors, were made public in terms of Section 53(2)(a) and (b) of the MFMA.

Proposer Cllr HJ Saayman, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

6.12 ACTING IN THE ABSENCE OF THE MUNICIPAL MANAGER - ROTATIONAL SCHEDULE

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Head: Employee Relations – Marcél Cronje

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr S Le Roux makes a proposal seconded by Cllr J Hoogbaard.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the rotational acting schedule for the Municipal Manager during periods of his absence as follows:
 - 1 January to 31 March: Director: Community Services
 - 1 April to 31 May: Director: Development Planning
 - 1 June to 30 August: Director: Corporate Management
 - 1 September to 31 October: Director: Financial Services
 - 1 November to 31 December: Director: Technical Services
2. That the rotational schedule be effective from 1 January 2026.
3. That, subject to approval of (1) above, in instances where the Director who is designated to act but due to unforeseen circumstances cannot be at the workplace, that the person next in line in the rotation will automatically be appointed as the Acting Municipal Manager.
4. That this rotational acting schedule remains in place until it is replaced with a new Council decision.

Proposer Cllr S Le Roux, seconded Cllr J Hoogbaard

The proposal was adopted unanimously as a resolution.

6.13 OORWEGING VAN ADMINISTRATIEWE BOETE VIR ONGEMAGTIGDE BOUWERK OP GEDEELTE 52 VAN DIE PLAAS PORT BEAUFORT NO. 484.

File number / Verwysingsnommer: 15/4/3/5

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Boubeheer – Mnr C Hamman

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak 'n voorstel gesekondeer deur Rdl B van Noordwyk.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die administratiewe boete van R146 242,80, wat aan Mnr Lood Van Deventer opgelê is, met 50% verminder weens:

- 1.1 Tydsverloop weens die Beplannings aansoeke en ooreenkoms oor die bydrae tot die konstruksie van die toegangspad.

Voorstel Rdl HJ Saayman, sekondant Rdl B van Noordwyk

Rdl CP Taute versoek dat sy teenstem aangeteken word teen besluit 6.13.

6.14 UITBREIDING VAN WATER TARIEF VAN TOEPASSING OP "OLD AGE HOMES/SCHOOLS/SPORTS CLUBS"

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl S Le Roux maak 'n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad goedkeuring verleen dat die kleinboergroepe wat munisipale meentgronde huur, terugwerkend vanaf **1 Februarie 2025 tot 30 Junie 2025** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2024/2025							
WATER TARIFFS	unit	Tariffs 2023/2024		TARIFF CODE	Tariffs 2024/2025		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
9. INFORMAL HOUSING							
Pillar taps	per month	43.00	49.45	BW16	45.00	51.75	4.7%
10. OLD AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER T.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	8.64	9.93	WA07	9.15	10.52	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	9.83	11.30	WA07	10.41	11.97	5.9%
10.3 Water consumption: > 90 kl	per kl	12.24	14.08	WA07	12.96	14.91	5.9%

2. Dat die Raad goedkeuring verleen dat die kleinboergroepe wat munisipale meentgronde huur, vanaf **1 Julie 2025 tot 30 Junie 2026** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2025/2026							
WATER TARIFFS	unit	Tariffs 2024/2025		TARIFF CODE	Tariffs 2025/2026		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
8.5.4 Water consumption: 41 - 50 kl	per kl	15.77	18.14	prepaid	16.70	19.21	5.9%
8.5.5 Water consumption: 51 - 70 kl	per kl	18.50	21.27	prepaid	19.59	22.53	5.9%
8.5.6 Water consumption: > 70 kl	per kl	22.30	25.64	prepaid	23.61	27.16	5.9%
9. INFORMAL HOUSING							
Pillar taps	per month	45.00	51.75	BW16	47.00	54.05	4.4%
10. OLD AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER T.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	9.15	10.52	WA07	9.69	11.14	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	10.41	11.97	WA07	11.02	12.68	5.9%
10.3 Water consumption: > 90 kl	per kl	12.96	14.91	WA07	13.73	15.79	5.9%

3. Dat die Bestuurder: Eiendomsbestuur 'n begrotings inset indien vir die uitbreiding van die water verbruikers kategorie, **nommer 10** (Old Age Homes/Schools/Sports Clubs) vir oorweging deur die Raad as deel van die begrotings insette vir die 2026/2027 finansiële jaar se begroting.

Voorstel Rdl S Le Roux, sekondant Rdl RG Davids

Die voorstel word eenparig as 'n besluit aanvaar.

6.15 INVOEGING VAN MFMA CIRCULAR NO 131 IN "GRANT-IN-AID AND TRANSFER PAYMENT" BELEID

File number / Verwysingsnommer: 3/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Korporatiewe Bestuur: Marina Griesel

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl J Hoogbaard maak 'n voorstel gesekondeer deur Rdl BD Smith.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die voorgestelde invoegings aan die "Grant-in-Aid and Transfer Payment" Beleid.
2. Dat die Raad kennis neem van die voorgestelde invoegings aan die "Grant-in-Aid and Transfer Payment" Beleid.

Voorstel Rdl J Hoogbaard, sekondant Rdl BD Smith

Die voorstel word eenparig as 'n besluit aanvaar.

6.16 HESSEQUA KAMPE – KAMPE TARIEWE ITEM – MAAND STAAN KAMPEERDERS

File number / Verwysingsnommer: 7/6/B

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl RG Davids maak 'n voorstel gesekondeer deur Rdl HJ Saayman.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad die toevoeging van die onderstaande kortings tot die 2025/2026 tariewe lys, **goedkeur**, welke van toepassing sal wees op die dagtarief vir kampeerdere wat vir **30 – 90 aaneenlopende nagte** in een van die onderstaande se karavaanparke, kampeer, met effek 1 Augustus 2025:

Jongensfontein karavaanpark:

- Korting = 68%

Ellensrust karavaanpark:

- Korting = 70%

Preekstoel karavaanpark:

- Korting = 75%

Witsand Middelkamp

- Korting = 75%

2. Dat die maand tariewe vir staanplekke in die Raad se karavaanparke soos goedgekeur deur die Raad en vervat is in die 2025/2026 tariewe lys, slegs van toepassing sal wees wanneer kampeerdere staanplekke bespreek vir 'n **kalendermaand** (vanaf die eerste dag tot die laaste dag van die betrokke maand), vooruitwerkend vanaf 1 Augustus 2025.
3. Dat die kortings soos uiteengesit onder aanbeveling nommer 1 van toepassing sal wees indien kampeerdere staanplekke bespreek vir 30 – 90 aaneenlopende nagte en dat die korting persentasie toegepas sal word op die dag tarief soos vervat in die Raad se goedgekeurde tariewe lys vir die betrokke finansiële jaar.
4. Dat die kampeerdere slegs vir een tipe korting soos uiteengesit in die Raad se tariewe lys kwalifiseer en dat in gevalle waar kampeerdere vir twee tipes korting kwalifiseer, die hoogste moontlike korting persentasie waarvoor die kampeerder kwalifiseer, aan hom/haar toegestaan word.

Voorstel Rdl RG Davids, sekondant Rdl HJ Saayman.

Die voorstel word eenparig as 'n besluit aanvaar.

6.17 PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER 2025/JANUARIE 2026 VAKANSIE PERIODE EN VERSOEK VIR DONASIE VAN CHALET AS PRYS VIR LOOTJIE PROJEK – PREEKSTOEL KAMPEERDERS ASSOSIASIE

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak 'n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die Preekstoel Kamp Komitee se voorgenome Fees Program vir Desember 2025/Januarie 2026.
2. Dat die Preekstoel Kamp Komitee hul volledige Besigheidsplan sal opstel en indien vir die Komitee se oorweging.
3. Dat die Komitee die versoek vir die gratis beskikbaarstelling van 'n Chalet te Preekstoel Karavaanpark as prys, ondersteun en aanbeveel vir goedkeuring deur die Uitvoerende Burgemeesterskomitee en Raad.
4. Dat 'n A – Tipe Chalet vir die doel, buite seisoen gedurende die 2025/26 finansiële jaar, en met vooraf kennisgewing en bespreking deur die wenner van die lootjie, beskikbaar gestel word aan die Preekstoel Kamp Komitee en die kamp reëls van toepassing sal wees.
5. Dat kennis geneem word dat die waarde van die gratis beskikbaarstelling van 'n Chalet aan die Preekstoel Kamp Komitee, R2 200 sal beloop.
6. Dat die prys/gratis beskikbaarstelling is nie oordraagbaar nie en slegs vir die 2025/26 finansiële jaar geldig sal wees.

Voorstel Rdl BD Smith, sekondant Rdl S Le Roux

Die voorstel word eenparig as 'n besluit aanvaar.

6.18 ASSIGNMENT AGREEMENT

File number / Verwysingsnommer: 17/4/3/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Library Manager – Ms U Oosthuizen

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the assignment of the function regarding the operation of public libraries for a period of 3 years.
2. That Council take note of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
3. That Council approve the signing of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
4. That the Executive Mayor and Municipal Manager be authorized to sign the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.

Proposer Cllr B van Noordwyk, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

6.19 AANWYS VAN RAADSLEDE OP STATUTÊRE KOMITEES, SALGA WERKSGROEPE, SAKEKAMERS, BESIGHEIDSFORUMS, DRANKLISENSIE TRIBUNAAL EN ANDER INSTANSIES – BEËINDIGING VAN VOORMALIGE RAADSLID IT MANGALISO AS RAADSLID VAN DIE PATRIOTIC ALLIANCE (PA)

File number / Verwysingsnommer: 3/4/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste en Administrasie – Mev Sarah Sanders

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak 'n voorstel gesekondeer deur Rdl GL Boezak.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die goedgekeurde lys met betrekking tot die aanwys van Raadslede op Statutêre Komitees, SALGA werks-groepe, sakekamers, besigheid forums, dranklisensie tribunaal en ander instansies.

2. Dat Raadslid Jennifer Hartnick aangewys word op die komitees, SALGA werksgroepe en ander instansies waaraan voormalige Raadslid IT Mangaliso toegeken was:
 - 2.1 Toegewysde Raadslid vir Wyke 1 – 9
 - 2.2 Sweep van die Patriotic Alliance
 - 2.3 Komitees:
 - 2.3.1 Korporatiewe Bestuur
 - 2.3.2 Finansiële Dienste
 - 2.3.3 Tegniese Dienste
 - 2.3.4 Ontwikkelingsbeplanning
 - 2.3.5 Gemeenskapsdienste
 - 2.4 Municipal Public Accounts Committee (MPAC)
 - 2.5 Ander Instansies
 - 2.5.1 Consolidated Pension Fund (CPF), Local Authority Retirement Fund (LARF), SALA Pensioenfonds, Pensionfonds vir Raadslede, Samwu Voorsorgfonds (Secundi)
 - 2.5.2 SAPS (Prioritiserings van misdaad) SCTA en GOKOK Polisiëringsforum – Albertinia (sekundi)
 - 2.5.3 Albertinia Versorgingsdienste (sekundi)
 - 2.6 Klinieke (Primary Health Care Facilities Committees)
 - 2.6.1 Albertinia (sekundi)
3. Dat 'n lys van alle toewysings van Raadslede deur die Administrasie opgestel word en binne sewe dae na goedkeuring van hierdie item aan die volle Raad versprei word.
4. Dat die verskeie organisasies dienooreenkomstig in kennis gestel word van die gewysigde toewysings.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

Die voorstel word eenparig as 'n besluit aanvaar.

6.20 DESIGNATION AS A FULL-TIME COUNCILLOR: THE APPOINTMENT OF CHAIRPERSON OF SECTION 79A COMMITTEE (MUNICIPAL PUBLIC ACCOUNTS COMMITTEE) – HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 3/4/1/1/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Legal & Administration Services – Mrs S Sanders

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr CP Taute requests a caucus at 11:13.

The Speaker allows a caucus.

The meeting resumes at 11:23.

Proposal 1

1. That Council take note of the correspondence received on 04 February 2025 by the Ministry of Local Government, Environmental Affairs & Development Planning.
2. That Council take note that the Section 12 Establishment Notice of Hessequa Municipality has been amended to designate the Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) as a full-time Councillor.
3. That Council approve the appointment of Councillor Johannes Hartnick as Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) at an annual total remuneration package of R 714 128.00 (seven hundred and fourteen thousand one hundred and twenty-eight rand).
4. That Council take note that sufficient budget has been provided.
5. That the appointment of the full-time Councillor as intended in recommendation 3 above, be subject to the ratification of the Ministry of Local Government, Environmental Affairs and Development Planning.
6. That the implementation date for the appointment and proposed remuneration of the full-time Councillor be determined after consultation with the Minister.
7. That Council take note of the need for office space and tools of trade to accommodate the full-time Councillor.

Proposer Cllr GL Boezak, seconded Cllr J Hoogbaard

Proposal 2

1. That Council take note of the correspondence received on 04 February 2025 by the Ministry of Local Government, Environmental Affairs & Development Planning.
2. That Council take note that the Section 12 Establishment Notice of Hessequa Municipality has been amended to designate the Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) as a full-time Councillor.
3. That Council approve the appointment of Councillor Jennifer Hartnick as Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) at an annual total remuneration package of R 714 128.00 (seven hundred and fourteen thousand one hundred and twenty-eight rand).
4. That Council take note that sufficient budget has been provided.

5. That the appointment of the full-time Councillor as intended in recommendation 3 above, be subject to the ratification of the Ministry of Local Government, Environmental Affairs and Development Planning.
6. That the implementation date for the appointment and proposed remuneration of the full-time Councillor be determined after consultation with the Minister.
7. That Council take note of the need for office space and tools of trade to accommodate the full-time Councillor.

Proposer Cllr CP Taute, seconded Cllr LC February

Voting commences by the show of hands.

Proposal 2 – 6 votes

Proposal 1 – 10 votes

Proposal 1 is accepted as a resolution.

RESOLUTION / BESLUIT

1. That Council take note of the correspondence received on 04 February 2025 by the Ministry of Local Government, Environmental Affairs & Development Planning.
2. That Council take note that the Section 12 Establishment Notice of Hessequa Municipality has been amended to designate the Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) as a full-time Councillor.
3. That Council approve the appointment of Councillor Johannes Hartnick as Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) at an annual total remuneration package of R 714 128.00 (seven hundred and fourteen thousand one hundred and twenty-eight rand).
4. That Council take note that sufficient budget has been provided.
5. That the appointment of the full-time Councillor as intended in recommendation 3 above, be subject to the ratification of the Ministry of Local Government, Environmental Affairs and Development Planning.
6. That the implementation date for the appointment and proposed remuneration of the full-time Councillor be determined after consultation with the Minister.
7. That Council take note of the need for office space and tools of trade to accommodate the full-time Councillor.

Proposer Cllr GL Boezak, seconded Cllr J Hoogbaard

The following Councillors requested that their countervote be noted for item 6.20:
Cllr ME Dayimani, Cllr CP Taute, Cllr LC February, Cllr NA Joseph and Cllr L Pieterse.

Mnr ASA de Klerk word verskoon tydens die bespreking van Item 6.21 om 11:31.

Rdl CP Taute versoek 'n koukus om 11:31.

Die Speaker staan 'n koukus toe.

Die vergadering hervat om 11:42.

Mnr D Lewis-Michaels verlaat die vergadering om 11:42 en keer terug om 11:44.

**6.21 PETITION RECEIVED FROM MR ALEXANDER PANZEK
REGARDING THE DISMISSAL OF MS SOPHIA CLOETE (PARNEY)**

File number / Verwysingsnommer: 4/9/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Legal and Administration – Ms S. Sanders

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Proposal 1

1. That Council take note of the petition from Mr. Alexander Panzek and others as received on 30 June 2025.
2. That Council take note of the administration's reply to the petition.

Proposer Cllr HJ Saayman, seconded Cllr RG Davids.

Proposal 2

The recommendations in Afrikaans remain unchanged as part of the minutes.

1. Dat Me. Sanders se verslag op grond van strukturele belangekonflik en regsversuim verwerp word.
2. Stel onafhanklike hersienings paneel aan buite invloed van De Klerk of Griesel.
3. Erken geldigheid van die petisie en begin formele ondersoek.
4. Versoek volledige openbaarmaking van Artikel 57-verslag en komiteevergadering.
5. Stel riglyne vir toekomstige verslagdoening wat politieke invloed insluit.

Proposer Cllr CP Taute, seconded Cllr ME Dayimani

Voting commences by the show of hands.

Proposal 2: 5 votes

Proposal 1: 10 votes

Abstain from voting: 1

Proposal 1 is accepted as a resolution.

RESOLUTION / BESLUIT

1. That Council take note of the petition from Mr. Alexander Panzek and others as received on 30 June 2025.
2. That Council take note of the administration's reply to the petition.

Proposer Cllr HJ Saayman, seconded Cllr RG Davids

The following Councillors requested that their countervote be noted for item 6.21:
Cllr ME Dayimani, Cllr CP Taute, Cllr NA Joseph, Cllr LC February and Cllr L Pieterse.

Die Speaker vra die lede van die publiek om die vergadering te verlaat vir die bespreking van die vertroulike items.

Mnr ASA de Klerk sluit om 12:12 by die vergadering aan.

Die vergadering verdaag om 12:14.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

SPEZIALE RAADSVERGADERING

**MAANDAG 25 AUGUSTUS 2025
OM 10:30**

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Me M Griesel
Rdl RG Davids	Mnr R Manho
Rdl LC February	Mnr H Visser
Rdl Jennifer Hartnick	Mnr D Lewis-Michaels
Rdl Johannes Hartnick	Mnr GJ Goliath
Rdl J Hoogbaard	Me S Sanders
Rdl NA Joseph	Mnr L de Villiers
Rdl S Le Roux	
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	
Rdl BD Smith	Me M Adams (notuleerder)
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Rdl AP Daniëls

Rdl CP Taute

2.3 Afwesig sonder verskoning

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

- 4.1 Die Uitvoerende Burgemeester spreek sy medelye uit met die heengaan van oud-raadslid Simon Odendaal.
- 4.2 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor oud-raadslid Freddie Hartnick met die afsterwe van sy seun.
- 4.3 Rdl Jennifer Hartnick spreek haar medelye uit met die heengaan van oud-raadslid Simon Odendaal.

5. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

6. SAKE VIR BESPREKING

6.1 SUBMISSION OF THE 2024/2025 ANNUAL PERFORMANCE REPORT & DRAFT ANNUAL REPORT TO THE AUDITOR-GENERAL OF SOUTH AFRICA (AGSA)

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr B van Noordwyk

There was no counter proposal.

RESOLUTION / BESLUIT

- 1. That Council take note that the 2024/2025 Annual Performance Report will be submitted to the Auditor-General of South Africa in accordance with relevant legislation.
- 2. That Council take note of the Draft Annual Report that contains the 2024/2025 Annual Performance Report information as Chapters 3 and 4.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

6.2 INTEGRATED DEVELOPMENT PLAN (IDP) & BUDGET TIME SCHEDULE FOR 2026/2027

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the attached IDP/Budget time schedule for 2026/27.
2. That a Budget Committee consisting of the members as listed above be appointed for 2026/27.
3. That a Consultation Forum consisting of the members as listed above be appointed for 2026/27.
4. That a Budget Steering Committee consisting of the members as listed above be appointed for 2026/27.
5. That a summarised IDP/Budget time schedule is advertised in the local newspaper.
6. That the IDP/budget time schedule is sent to National and Provincial Treasury.

Proposer Cllr HJ Saayman, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

6.3 HESSEQUA FLEET POLICY

File Number / Verwysings nommer: 4/2

Meeting Date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Head: Employee Relations – M Cronje

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the replacement of the Use of Municipal Vehicle Policy with the Hessequa Fleet Policy.

Proposer Cllr B van Noordwyk, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

6.4 REQUEST TO CONSIDER A 50% REDUCTION OF OUTSTANDING FINES UNDER TENDER HES-COM 06/2021

File number / Verwysingsnommer: 8/1

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Manager Protection Services Mr. C. Swartz

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the request of 50% reduction of outstanding fines under tender HES-COM 06/2021.

Proposer Cllr B van Noordwyk, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

6.5 1ST ADJUSTMENT BUDGET FOR 2025/26

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting- R.R Erasmus

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That the capital budget is increased by R1 931 922 from R187 628 300 to R189 560 222.
2. That the capital budget is financed as follows:

	R
External Loans	50 000 000
Capital Replacement Reserve	77 218 822
Transfers & Subsidies	62 341 400
Public Donations	<u>0</u>
	189 560 222
3. That all amendments in Annexure B be approved.
4. That the Service Delivery and Budget Implementation Plan (SDBIP) be adjusted in line with the adjustment budget.
5. That the 1st Adjustment budget (2025/2026) and National Treasury B- Schedules- Municipal Adjustment Budget & Supporting Tables be sent to the National- and Provincial Treasuries as required.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

6.6 TABLING OF THE 2024/25 PRE-AUDITED ANNUAL FINANCIAL STATEMENTS

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Director: Financial Services – Mr GJ Goliath

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr G Riddles.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the Draft Pre-Audited Annual Financial Statements for the financial year ended 30 June 2025.
2. That the Asset Register has been reconciled to the General Ledger as reflected in the Property, Plant and Equipment Note in the Annual Financial Statements.

Proposer Cllr BD Smith, seconded Cllr G Riddles

The proposal was adopted unanimously as a resolution.

6.7 REWARD & RECOGNITION POLICY

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 25 August 2025

Report by / Verslag deur: Manager: Human Resources – Adrian Oelofse

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council approve the proposed Rewards & Recognition Policy.

Proposer Cllr GL Boezak, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

Die vergadering verdaag om 10:55.

.....
GOEDGEKEUR

.....
DATUM

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

HESSEQUA MUNISIPALITEIT



NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 30 APRIL 2025

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles Rdl GL Boezak Rdl BD Smith Rdl HJ Saayman Rdl B van Noordwyk	Me M Griesel Mnr H Visser Mnr GJ Goliath Mnr D Lewis-Michaels Mnr R Manho
Raadslede	
Geen	Me T Hendricks (Notuleerder)

2.2 Verskoning / Verlof

Mnr ASA De Klerk

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

5.1 Dat die notule van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 26 Maart 2025 goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6. VERSLAE PORTEFEULJE KOMITEES

- 6.1 Dat die volgende items voortspruitend uit die verslag van 'n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 16 April 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 INTERNE OUDIT

6.1.5.1.1 MINUTES OF THE AUDIT- AND PERFORMANCE AUDIT COMMITTEE MEETING HELD 20 FEBRUARY 2025

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

RESOLUTION / BESLUIT

That the minutes of the Audit- and Performance Audit Committee (APAC) meeting held on 20 February 2025 be noted.

6.1.5.2 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.2.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR MAART 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Waarnemende Bestuurder: Regsdienste & Administrasie: Me K Page

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir Maart 2025.

6.1.5.2.2 BOEK: "HESSEQUA THE NEW BEGINNING"

File number / Verwysingsnommer: 7/2/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Waarnemende Bestuurder: Regsdienste & Administrasie – Me K Page

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat 512 eksemplare van die *Hessequa The New Beginning* boek teen R 250.00 (twee honderd en vyftig rand) elk by die onderskeie biblioteke te koop aangebied word.

2. Dat Raadslede aangemoedig word om die boeke te bemark.

6.1.5.3 KAMPE EN BEROEPSGESONDHEID & VEILIGHEID

6.1.5.3.1 KWARTAALVERSLAG – DEPARTEMENT KAMPE EN BEROEPSGESONDHEID & VEILIGHEID (JANUARIE 2025 – MAART 2025)

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid:
CJ Onrust

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die inhoud van die Kampe en Beroepsgesondheid & Veiligheid Kwartaalverslag van 1 Januarie 2025 tot 31 Maart 2025.

6.1.5.4 INFORMASIE & KOMMUNIKASIE TEGNOLOGIE

6.1.5.4.1 ICT QUARTERLY REPORT: JANUARY TILL MARCH 2025

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

That the Committee take note of the ICT quarterly report pertaining to January till March 2025.

6.1.5.4.2 FEEDBACK REPORT FOR THE PROVINCIAL IT SUMMIT: WEST COAST 19 – 20 FEBRUARY 2025

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

1. That the Committee take note of the feedback provided by the Manager ICT, who represented Hessequa Municipality at the 1st official Provincial IT Summit which was held by the Department of Local Government (DLG) on 19 -20 February 2025 in the West Coast (Buffelsfontein).
2. That the Committee take note of the need for the Municipality to assess current municipal objectives and identify specific areas where SMART city initiatives can provide strategic alignment and support broader business goals.

3. That the Committee take note of the need to develop a clear roadmap with defined objectives and measurable goals for any future technology initiatives, ensuring executive buy-in and a phased implementation approach that includes training and change management.
4. That the Committee take note of the suggested increased investment in security awareness initiatives, recognizing that it is a crucial component of the overall cybersecurity strategy, the rise in cybercrime.
5. That the Committee take note of the importance of ensuring prioritization of ICT in budget processes to ensure processes reliant on technology are fully supported and further developed to cater for expanding business needs and newer functionalities.

6.1.5.4.3 FEEDBACK REPORT FOR PHOENIX ROUNDTABLE: 27 – 28 FEBRUARY 2025

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

1. That the Committee take note of the potential need to explore digital transformation initiatives that is specifically aimed at improving service quality and streamline internal processes.
2. That the Committee take note of the benefits that exist in developing or adopting a citizen engagement app that includes core features like public service request logging and tracking and access to account statements which could provide immediate value.
3. That the Committee take note of the potential need that exist to develop a strategy to identify key stakeholder groups (including citizens, local businesses, NGOs, and other government tiers), understand their needs and expectations, and establish clear channels for communication and participation.
4. That the Committee take note of the functionalities for citizen-friendly communication throughout the process, which exist in the Phoenix solution with reference to "Bulk Notices with Barcodes" in a way that provides clear and concise information about outstanding balances and payment options.

6.1.5.5 MENSLIKE HULPBRONNE

6.1.5.5.1 HUMAN RESOURCES MANAGEMENT QUARTERLY REPORT: JANUARY 2025 TO MARCH 2025

File number / Verwysingsnommer: 4/8

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Human Resources Administrator – Miss Z van Schalkwyk

RESOLUTION / BESLUIT

That the Committee take note of the Human Resources Management Department report for January 2025 to March 2025.

6.1.5.6 EIENDOMSBESTUUR

6.1.5.6.1 VERHURING VAN 'N STRUKTUUR OP ERF 1410, PLAAS UITKYK, HEIDELBERG

File number / Verwysingsnommer: 7/2/1/2/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die aansoeke van Magrieta Rossouw en Amanda Slawers afgekeur word aangesien die struktuur nie vir bewoning geskik is nie en die munisipaliteit voortgaan om die struktuur te sloop om onwettige besetting en vandalisme te voorkom.
2. Dat huurooreenkoms ten opsigte van die hoofhuis op Erf 1410, Heidelberg, by verstryk daarvan, nie weer hernu word nie en die struktuur by verstryk van die bestaande huurooreenkoms gesloop word ten einde te verhoed dat persone daarvoor aansoek doen en in haglike omstandighede leef.

6.1.5.6.2 VERKOOP VAN 'N GEDEELTE VAN ERF 2936, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes direk aan Antoinette Van Heerden, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.9):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 2781, Stilbaai-Wes op die koper se onkoste gekonsolideer word.

- 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
 - 2.7 Dat die Reg van Weg Serwituut wat oor die eiendom, sowel as verskeie privaat eiendom in die omgewing, loop, deur die munisipaliteit gekanselleer word alvorens die eiendom vervreem word.
 - 2.8 Dat die koper verantwoordelik is om op eie koste die eiendom as openbare oop ruimte te sluit en te hersoneer.
 - 2.9 Dat die eiendom slegs vir residensiële doeleindes aangewend word en geen addisionele toegang geskep mag word nie.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

6.1.5.6.3 OORNAME VAN DIE MEENTGROND OP GEDEELTE 0 VAN PLAAS 309, SLANGRIVIER DEUR DIE SLANGRIVIER GEMEENSKAPLIKE EIENDOMS VERENIGING (SGEV)

File number / Verwysingsnommer: 7/2/1/2/6

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die resoluëie deur die Slangrivier Gemeenskaplike Eiendoms Vereniging (SGEV) en spesifiek die versoek om nie met die drie-ledige samewerkingsooreenkoms tussen hulself, die munisipaliteit en die Minister van Grondhervorming en Landelike Ontwikkeling ten opsigte van die bestuur van die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier voort te gaan nie en eerder die eiendom direk aan die SGEV oor te dra.
2. Dat die Raad daartoe instem om nie met die drie-ledige samewerkingsooreenkoms, wat bepaal dat die SGEV vir 'n periode van vyf jaar die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier in oorleg met die munisipaliteit moet bestuur voordat die eiendom aan die SGEV oorgedra moet word, voort te gaan nie.
3. Dat die Raad daartoe instem dat die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier voetstoots en met alle risiko's en voordele aan die SGEV (sonder enige vergoeding aan die munisipaliteit) oorgedra word en die eiendom vanaf die datum van ondertekening van die ooreenkoms om die eiendom oor te neem, onafhanklik van die munisipaliteit bestuur word.
4. Dat die Raad nie aanspreeklik sal wees vir enige kostes in verband met die oordrag van die eiendom nie.

5. Dat die kantoor van die Minister Grondhervorming en Landelike Ontwikkeling vir alle kostes (insluitend, maar nie beperk tot aansoekfooie, kostes ten opsigte van publieke deelname, onderverdelingskoste en oordragskoste) in verband met die oordrag van die eiendom verantwoordelik sal wees.
6. Dat die SGEV, vanaf die datum van ondertekening van die ooreenkoms om die eiendom oor te neem, vir die eiendomsbelasting en die munisipale dienste rekening ten opsigte van Gedeelte 0 van Plaas 309, Slangrivier verantwoordelik sal wees.
7. Dat 'n kennisgewing, vir die rekening van die munisipaliteit, in die plaaslike koerant en by die munisipale kantoor in Slangrivier geplaas word om die voorneme om die eiendom aan die SGEV oor te dra, vir insette te adverteer.
8. Dat die munisipale rioolwerke by die opmeting en onderverdeling van die onderwerp eiendom uitgesluit word.
9. Dat die onderhandelinge ten opsigte van die oordrag van die eiendomme in die dorpsgebied na die munisipaliteit, onverwyld 'n aanvang neem.
10. Dat die verslag aan die Raad voorgehou word ter finale oorweging.

6.1.5.6.4 VERHURING VAN 'N GEDEELTE VAN ERF 2194, STILBAAI-WES

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder Eiendomsbestuur – Mnr A.W Kleynhans

RESOLUTION / BESLUIT

1. Dat 'n gedeelte van Erf 2194, Stilbaai-Wes, verhuur word aan Andrew en Sarette Whyte, die eienaars van Stilbaai Adventure Hire, vir 'n periode van 30 dae per jaar oor 'n tydperk van 5 jaar, soos hieronder bepaal, onderhewig aan aanbevelings nommer 2 – 17:
 - 1.1 Desember 2025 – Januarie 2026;
 - 1.2 Desember 2026 – Januarie 2027;
 - 1.3 Desember 2027– Januarie 2028
 - 1.4 Desember 2028 – Januarie 2029;
 - 1.5 Desember 2029 – Januarie 2030.
2. Dat die voorneme om die eiendom aan Andrew en Sarette Whyte, die eienaars van Stilbaai Adventure Hire, te verhuur, in die Suid Kaap Forum geadverteer word vir kommentare en besware vir die rekening van die aansoeker.
3. Dat indien die Munisipaliteit die verhuurde eiendom benodig, die huurooreenkoms gekanselleer kan word met 1 kalendermaand kennis.
4. Dat geen permanente strukture op die gedeelte aangebring mag word sonder die vooraf skriftelike goedkeuring van die munisipaliteit nie.
5. Dat die huurgeld (BTW uitgesluit) as volg beloop vir die 30 dae periode:
 - 5.1 Desember 2025 – Januarie 2026: R 25 043.60
 - 5.2 Desember 2026 – Januarie 2027: R 27 047.08
 - 5.3 Desember 2027 – Januarie 2028: R 29 210.86

5.4 Desember 2028 – Januarie 2029: R 31 547.73

5.5 Desember 2029 – Januarie 2030: R 34 071.54

6. Dat die verhuurde gedeelte slegs aangewend mag word om bote en kano's te verhuur en vir geen ander doel sonder die skriftelike goedkeuring van die munisipaliteit nie.
7. Dat die aansoeker en die huurders van sy toerusting, ten alle tye moet voldoen aan alle wetlike vereistes vir die gebruik van bote en water apparate op die Goukou rivier, welke die relevante Munisipale Verordeninge asook die bepalings van die Suid-Afrikaanse Maritieme Veiligheidsowerheid (SAMSA), insluit.
8. Dat die aansoeker ten volle verantwoordelikheid en aanspreeklikheid aanvaar vir die gebruik van die toerusting en dat die munisipaliteit geensins aanspreeklikheid sal aanvaar vir enige skade of verlies aan eiendom of persone nie.
9. Dat die aansoeker moet toesien dat alle huurders van Stilbaai Adventure Hire se toerusting, hulself van die basiese reëls en regulasies vergewis en die toerusting verantwoordelik gebruik.
10. Dat die aansoeker verantwoordelik is om derde-party versekering uit te neem om hulself te dek in die geval waar daar skade aan persone of eiendom aangerig word en dat die aansoeker die munisipaliteit vrywaar van enige eise om skadevergoeding.
11. Dat die aantal water apparate beperk word tot 'n getal wat die toeskouers, sowel as die vaarders kan akkommodeer binne die terrein / verhuurde area.
12. Dat 'n ouderdomsbeperking geplaas word op boot vaarders wat alleen vaar, welke in lyn is met relevante wetgewing.
13. Dat die aansoeker verantwoordelik is om toe te sien dat alle gebruikers reddingsbaadjies- of toerusting dra.
14. Dat die verhuurde area afgebaken word en behoorlike toesig deur die huurder uitgeoefen word.
15. Dat die aansoeker moet toesien dat die gebruikers nie die sout moeras vertrap nie, dat die rivier bank behoue bly en dat maatreëls in plek gestel word om skade aan die omgewing te beperk.
16. Dat vullis dromme voorsien word op die area vir die gebruikers.
17. Dat toepaslike kennisgewings / waarskuwings tekens Suid van die brug deur die huurder aangebring word ten einde die publiek te let op die aktiwiteite wat omliggend tot die verhuurde area plaasvind.

6.1.5.6.5 VERKOOP VAN 'N GEDEELTE (ONGEVEER 188 VK.M) VAN DIE RESTANT VAN ERF 3, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 188 vk.m) van die restant van

Erf 3, Georgestraat, Albertinia nie benodig word vir die lewering van basiese Munisipale dienste nie.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 188 vk.m) van die restant van Erf 3, Georgestraat, Albertinia direk aan Ena Visagie, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.9):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 374, Albertinia op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
 - 2.7 Dat die toegang na Erf 3987, Albertinia behoue bly.
 - 2.8 Dat die koper verantwoordelik is om op eie koste die straatsluiting en hersonering te doen.
 - 2.9 Dat die eiendom slegs vir residensiële doeleindes aangewend word.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

6.1.5.6.6 VERKOOP VAN 'N GEDEELTE VAN ERF 548, GOURITSMOND

File number / Verwysingsnommer: 7/2/2/2

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die aansoek van Meneer Aden Faluk vir die aankoop van 'n gedeelte (ongeveer 160 vk.m) van Erf 548, Gouritsmond terugverwys word sodat die Eiendomsbestuur afdeling die moontlikheid ondersoek of 'n enkel residensiële erf vanuit Erf 548, Gouritsmond geskep kan word welke per openbare veiling verkoop kan word.
2. Dat die item na die ondersoek afgehandel is weer aan die Portefeuljekomitee voorgelê word vir oorweging.

6.2 Dat die volgende items voortspruitend uit die verslag van 'n Finansiële Dienste Portefeulje Komitee vergadering gehou op 16 April 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE VIR MAART 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR MAART 2025

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Rekenmeester: Uitgawes: Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie sowel as die lys van tjeks meer as R20 000 vir Maart 2025.

6.2.5.2 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR MARCH 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and infrastructure projects) as well as awards made above R 100 000 for March 2025.

6.2.5.3 VERSEKERINGSEISE SOOS OP 31 MAART 2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 31 Maart 2025 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die 2024/2025 finansiële jaar soos op 31 Maart 2025.
3. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp tot dusver vir die 2024/25 finansiële jaar.

4. Dat kennis geneem word van die totale tipe versekeringseise ingedien tot dusver vir die 2024/25 finansiële jaar.
5. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings tot dusver vir die 2024/25 finansiële jaar.

6.2.5.4 REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR THE QUARTER ENDING 31 MARCH 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: SCM, Assets and Insurance - Mr R Bent

RESOLUTION / BESLUIT

That the Committee take note of the implementation of SCM Policy for the quarter ending 31 March 2025.

6.2.5.5 OUTSTANDING DEBT REPORT– MARCH 2025

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 31 March 2025.

6.3 Dat die volgende items voortspruitend uit die verslag van 'n Tegniëse Dienste Portefeulje Komitee vergadering gehou op 16 April 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR MAART 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Tegniëse Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van Maart 2025, soos voorgelê deur die Hoofde van die onderskeie dorpe.

2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Tegniese Dienste Vlootverslag, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR MAART 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastrukturdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir Maart 2025.
2. Dat die Komitee kennis neem dat gedurende Maart 2025 het daar een toetsmonster nie aan die norme en standaard (SANS 241-1: 2011) voldoen nie.

6.3.5.3 WATERKWALITEIT – MAART 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastrukturdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir Maart 2025 en die onderstaande aksies wat deurlopend geneem word om te verseker dat die punte aan die wetlike vereistes voldoen:
 - 1.1. Chloor toetse word gedoen om vry residueel chlorinering te bepaal.
 - 1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheid risiko's af te weer.
 - 1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
 - 1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.
 - 1.5. Water lyne word ook gereeld gespoel.

6.3.5.4 AANSOEK OM SPOEDWALLE: WARDENSTRAAT, RIVERSDAL

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die aanbring van 'n speedwal Wardenstraat, Riversdal ondersteun word en die versoek as volg gemotiveer word:
 - 1.1 Die beweging van voetgangers in die padreserwe in die area.
 - 1.2 Daar is tans geen verkeerskalmering tussen kruisings - pad afstand is ongeveer 200m met geen verkeerskalmering.

6.3.5.5 AANSOEK OM SPOEDWALLE: PROF JACK SIMONSSTRAAT, RIVERSDAL

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Hoof: Siviele Infrastruktuurdienste – Mnr. Q Damons

RESOLUTION / BESLUIT

Dat die aanbring van 'n speedwal in Prof Jack Simonsstraat, ondersteun word, en die versoek as volg gemotiveer word:

1. Die beweging van voetgangers in die padreserwe in die area.
2. Daar is tans geen verkeers kalmering, behalwe 2 horisontale draaie, tussen die kruising nie - pad afstand is meer as 200m.

6.3.5.6 ONTWIKKELING EN BESTUUR VAN SPEELPARK: ERF 1250, LOUWSTRAAT HEIDELBERG

File number / Verwysingsnommer: 17/6/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur Tegniese Dienste: R Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die aansoek van Mnr. Nico Steyn om Louwstraat speelpark te Erf 1250, Heidelberg, te ontwikkel en te bestuur.
2. Dat die Komitee die aansoek terug verwys na Mnr. Nico Steyn totdat die beoogde Gemeenskap Komitee gestig is.
3. Dat die Gemeenskap Komitee lede aan die Tegniese Dienste Portefeulje Komitee bekend gemaak word, met al die voorwaardes en vereistes vir die bestuur en die ontwikkeling van bostaande speelpark.
4. Dat die Komitee 'n finale besluit neem oor die bestuur en ontwikkeling van die speelpark nadat alle inligting rondom die nuut gestigte Gemeenskap Komitee en korrespondensie ontvang is.

6.3.5.7 INTERNE OUDIT VERSLAE VAN STORTINGSTERREINE IN HESSEQUA MUNISIPALE AREA

File number / Verwysingsnommer: 16/5/4/3 + 16/5/4/4

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Verslag deur: Direkteur Tegniese Dienste - Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die inhoud van die Interne Oudit verslae vir stortingsterreine Albertinia, Gouritzmond, Steynskloof (Riversdal), Melkhoutfontein, Witsand, Slangrivier, Jongensfontein en Droëkloof (Heidelberg).
2. Dat begroot word vir die aanstelling van 'n Raadgewende Ingenieur en/of Konsultant vir die opstel van:
 - 2.1 'n Stormwater Meestersplan vir stortingsterreine Droëkloof en Steynskloof as fase 1 vir monitoring van afloop water.
 - 2.2 Monitoring van oppervlakte- en grondwater en ook gas monitoring by Droëkloof en Steynskloof stortingsterreine as fase 1.
3. Dat begroot word vir omheining van Steynskloof stortingsterrein as fase 1 om toegangsbeheer te kontroleer.
4. Dat die onderstaande operasionele aspekte onmiddellik aangespreek word:
 - 4.1 Dat onwettige betreders onmiddellik aangemeld en verwyder word deur die wetstoepassing afdeling.
 - 4.2 Dat gevandaliseerde omheinings herstel word met beskikbare fondse binne die bedryfsbegroting.
5. Dat die Komitee kennis neem dat 'n gemiddelde persentasie van **63.44%** behaal is met die interne oudits van April 2024 tot Januarie 2025 en daar nooit 'n persentasie van 80% of meer behaal sal kan word indien bostaande vereistes nie nagekom word nie.

6.3.5.8 SPANDERING EN VORDERING VAN DIE EPWP ("EXPANDED PUBLIC WORKS PROGRAMME") EN DIE MIG ("MUNICIPAL INFRASTRUCTURE GRANT") TOT EINDE MAART 2025

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG ("Municipal Infrastructure Grant") spandering en vordering tot einde Maart 2025.
2. Dat die Komitee kennis neem van die 2024/25 EPWP vordering tot einde Maart 2025.

6.3.5.9 2024/25 KAPITALE PROJEKTE: VORDERING TOT EINDE MAART 2025

File number / Verwysingsnommer: 5/1/1/1 + 5/6/2/9

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Tegniëse Dienste: Mnr. Rhuschan Manho

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die vordering en spandering van die tegniëse kapitale projekte tot einde Maart 2025.

6.4 Dat die volgende items voortspruitend uit die verslag van 'n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 16 April 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 VOORGESTELDE BELEID VIR DIE OPRIGTING VAN INFORMELE WOONSTRUKTURE OP PRIVAAT, ONBEOUDE ERWE

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

RESOLUTION / BESLUIT

Dat die Komitee die finale konsep “*Beleid vir die oprigting van informele woon strukture op vakante, privaat-, Enkelwoon III gesoneerde eiendomme*”, **GOEDKEUR**.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 QUARTERLY PROGRESS ON ECONOMIC DEVELOPMENT PROGRAMMES FOR THE PERIOD JANUARY TO MARCH 2025

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Administrative Officer: Spatial & Economic Development – Wade Adonis

RESOLUTION / BESLUIT

That the Committee take note of the Quarterly Progress Report on Economic Development Programmes for the period January to March 2025.

6.4.5.2.2 QUARTERLY REPORT ON TOURISM INITIATIVES AND PROGRAMMES FOR THE PERIOD JANUARY 2025 UNTIL MARCH 2025

File number / Verwysingsnommer: 10/9/4

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Senior Tourism and Development Officer – Mr. R Malan

RESOLUTION / BESLUIT

That the Committee take note of the quarterly progress on tourism initiatives and programmes for the period 01 January 2025 to 31 March 2025.

6.4.5.2.3 QUARTERLY PROGRESS REPORT ON ENGAGEMENTS AND INITIATIVES WITH CHAMBERS OF COMMERCE FOR THE PERIOD JANUARY TO DECEMBER 2025

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

That the Committee take note of the quarterly progress report regarding existing strategies, engagements and initiatives with the Chambers of Commerce for the period January to March 2025.

- 6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 16 April 2025 soos volg as besluite van die Raad goedgekeur word.**

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER PROGRAM VIR MAART 2025

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslag vir Maart 2025.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslag vir Maart 2025.

6.5.5.1.2 FEEDBACK REGARDING THE SALGA WOMEN'S COMMISSION PROVINCIAL WORKSHOP

File number / Verwysingsnommer: 3/R & 12/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Cllr S le Roux

RESOLUTION / BESLUIT

That the Committee take note of the feedback as received from Councillor Sonja le Roux that attended the SALGA Women's Commission Provincial Workshop in an official capacity as a representative of Hessequa Municipality from 12 to 13 March 2025 in Saldanha.

**6.5.5.1.3 BEDRYF VAN TWEEDE HANDSE VERKOPE OP DIE GRASPERK
VOOR ALLEGAARTJIE**

File number / Verwysingsnommer: 17/17/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die aansoek van Me Thelma Oosthuizen goedgekeur word.
2. Dat die normale fooi wat vir informele handel van toepassing sal wees.

6.5.5.2 BESKERMINGSDIENSTE

**6.5.5.2.1 MAANDVERSLAG VAN BESKERMINGSDIENSTE VIR FEBRUARIE
2025**

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder Beskermingsdienste: Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir Februarie 2025 wat die volgende afdelings insluit:

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Skut
- Munisipale Wetstoepassing
- Tegniese Afdeling
- Rampbestuur/Brandweer/Brandkrane

6.5.5.2.2 HESSEQUA MUNICIPAL REVISED DISASTER MANAGEMENT PLAN

File number / Verwysingsnommer: 17/9/2

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Protection Services – Mr C Swartz

RESOLUTION / BESLUIT

1. That the Committee take note of the Revised Disaster Management Plan.
2. That the Revised Disaster Management Plan be referred to Council for approval.

6.5.5.3 BEHUISING

6.5.5.3.1 OPERASIONELE BEHUISING MAANDVERSLAG – MAART 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Behuisingsbeampte – Felicia Josephus

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Operasionele Behuising Maandverslag vir Maart 2025.
2. Dat die Komitee kennis neem van die twee (2) koopkontrakte wat ingedien is vir registrasie doeleindes.
3. Dat die Komitee kennis neem dat geen registrasies plaasgevind het nie.

6.5.5.3.2 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR MAART 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Maart 2025.

6.5.5.3.3 BEHUISINGSVERSLAG VAN HESSEQUA INFORMELE AREAS: MAART 2025

File number / Verwysingsnommer: 17/5/2/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Behuisingsbeampte – Me Annelize Mohammed

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Raad se Informele woongebiede in die Hessequa area vir Maart 2025.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 VERKOOP VAN 'N GEDEELTE VAN ERF 2936, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes direk aan Antoinette Van Heerden, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.9):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 2781, Stilbaai-Wes op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
 - 2.7 Dat die Reg van Weg Serwituut wat oor die eiendom, sowel as verskeie privaat eiendom in die omgewing, loop, deur die munisipaliteit gekanselleer word alvorens die eiendom vervreem word.
 - 2.8 Dat die koper verantwoordelik is om op eie koste die eiendom as openbare oop ruimte te sluit en te hersoneer.
 - 2.9 Dat die eiendom slegs vir residensiële doeleindes aangewend word en geen addisionele toegang geskep mag word nie.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.2 OORNAME VAN DIE MEENTGROND OP GEDEELTE 0 VAN PLAAS 309, SLANGRIVIER DEUR DIE SLANGRIVIER GEMEENSKAPLIKE EIENDOMS VERENIGING (SGEV)

File number / Verwysingsnommer: 7/2/1/2/6

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die resoluëie deur die Slangrivier Gemeenskaplike Eiendoms Vereniging (SGEV) en spesifiek die versoek om nie met die drie-ledige samewerkingsooreenkoms tussen hulself, die munisipaliteit en die Minister van Grondhervorming en Landelike Ontwikkeling ten opsigte van die bestuur van die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier voort te gaan nie en eerder die eiendom direk aan die SGEV oor te dra.
2. Dat die Raad daartoe instem om nie met die drie-ledige samewerkingsooreenkoms, wat bepaal dat die SGEV vir 'n periode van vyf jaar die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier in oorleg met die munisipaliteit moet bestuur voordat die eiendom aan die SGEV oorgedra moet word, voort te gaan nie.
3. Dat die Raad daartoe instem dat die meentgrond op Gedeelte 0 van Plaas 309, Slangrivier voetstoots en met alle risiko's en voordele aan die SGEV (sonder enige vergoeding aan die munisipaliteit) oorgedra word en die eiendom vanaf die datum van ondertekening van die ooreenkoms om die eiendom oor te neem, onafhanklik van die munisipaliteit bestuur word.
4. Dat alle bestaande huurooreenkomste ten opsigte van die eiendom gekanselleer word.
5. Dat die Raad nie aanspreeklik sal wees vir enige kostes in verband met die oordrag van die eiendom nie.
6. Dat die kantoor van die Minister Grondhervorming en Landelike Ontwikkeling vir alle kostes (insluitend, maar nie beperk tot aansoekfooie, kostes ten opsigte van publieke deelname, onderverdelingskoste en oordragkoste) in verband met die oordrag van die eiendom verantwoordelik sal wees.
7. Dat die SGEV, vanaf die datum van ondertekening van die ooreenkoms om die eiendom oor te neem, vir die eiendomsbelasting en die munisipale dienste rekening ten opsigte van Gedeelte 0 van Plaas 309, Slangrivier verantwoordelik sal wees.
8. Dat 'n kennisgewing, vir die rekening van die munisipaliteit, in die plaaslike koerant en by die munisipale kantoor in Slangrivier geplaas word om die voorneme om die eiendom aan die SGEV oor te dra, vir insette te adverteer.
9. Dat die munisipale rioolwerke by die opmeting en onderverdeling van die onderwerp eiendom uitgesluit word.
10. Dat die onderhandelinge ten opsigte van die oordrag van die eiendomme in die dorpsgebied na die munisipaliteit, onverwyld 'n aanvang neem.

11. Dat die verslag aan die Raad voorgehou word ter finale oorweging en goedkeuring.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

7.1.3 VERKOOP VAN 'N GEDEELTE (ONGEVEER 188 VK.M) VAN DIE RESTANT VAN ERF 3, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 188 vk.m) van die restant van Erf 3, Georgestraat, Albertinia nie benodig word vir die lewering van basiese Munisipale dienste nie.
 2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 188 vk.m) van die restant van Erf 3, Georgestraat, Albertinia direk aan Ena Visagie, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.9):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 374, Albertinia op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
 - 2.7 Dat die toegang na Erf 3987, Albertinia behoue bly.
 - 2.8 Dat die koper verantwoordelik is om op eie koste die straatsluiting en hersonering te doen.
 - 2.9 Dat die eiendom slegs vir residensiële doeleindes aangewend word.
 3. Dat die verslag aan die Raad voorgelê word ter finale oorweging en goedkeuring.
- Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

7.2 FINANSIËLE DIENSTE

7.2.1 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – MARCH 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for March 2025, be approved.
2. That the reasons given for deviations, be approved.
3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 31 March 2025.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 31 March 2025.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.2 REPAIRS & MAINTENANCE SPENDING UP TO 31 MARCH 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 31 March 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.3 CAPITAL BUDGET SPENDING UP TO 31 MARCH 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending for March 2025.

Proposer Cllr B van Noordwyk, seconded Cllr BD Smith

7.2.4 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – MARCH 2025 – 3RD QUARTER

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting- R.R Erasmus

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 3rd quarter of the 2024/2025 financial year.
2. That the report be submitted to National and Provincial Treasuries as required.
3. That the Quarterly Budget Monitoring (Section 52) Report be submitted to Council for approval.
4. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.5 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 31 MARCH 2025

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2024/2025-financial year and implementation thereof as at 31 March 2025.
2. That the Executive Mayoral Committee take note that there is a 0% deviation from the plan as at 31 March 2025.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.6 WITHDRAWALS FROM BANK ACCOUNT – QUARTER ENDED 31 MARCH 2025

File number / Verwysingsnommer: 5/15/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager Expenditure – Ms A Carelse

RESOLUTION / BESLUIT

That the withdrawals from the bank account for the quarter ended 31 March 2025 be noted.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.7 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF MARCH 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of March 2025.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as at March 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.8 MFMA CIRCULAR NO. 131 – SECTION 67 OF THE MFMA: FUNDS TRANSFERRED BY MUNICIPALITIES TO ORGANISATIONS AND BODIES OUTSIDE THE GOVERNMENT

File number / Verwysingsnommer: 5/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee note the contents of the MFMA Circular No. 131 – Section 67 of the MFMA: Funds Transferred by Municipalities to Organisations and Bodies Outside the Government.
2. That the Executive Mayoral Committee take note that Hessequa Municipality Grant-in-Aid Policy as adopted on 30 March 2022 complies with the guidelines as per the National Treasury Circular No 131 of 31 March 2025.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.3 ONTWIKKELINGSBEPLANNINGS

7.3.1 SECTION 79 APPEAL: ADVOCATE PETER KANTER ON BEHALF OF K2018066070(SA)(PTY)LTD. – PORTION 109 OF THE FARM ZWARTE JONGERS FONTEIN, NO. 489

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

That the item be referred back for on-site inspection.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.3.2 VOORGESTELDE BELEID VIR DIE OPRIGTING VAN INFORMELE WOONSTRUKTURE OP PRIVAAT, ONBEOUDE ERWE

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die finale konsep “*Beleid vir die oprigting van informele woon strukture op vakante, privaat-, Enkelwoon III gesoneerde eiendomme*”, aanbeveel.
2. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

7.3.3 SECTION 79 APPEAL: IMPAK DESIGNERS ON ATTORNEYS ON BEHALF OF LUBBE FAMILY – PORTION 21 A PORTION OF PORTION 16 OF THE FARM GROOTTE FONTEIN, NR. 486

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

That the item be referred back for on-site inspection.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.4 GEMEENSKAPSDIENSTE

7.4.1 HESSEQUA MUNICIPAL REVISED DISASTER MANAGEMENT PLAN

File number / Verwysingsnommer: 17/9/2

Meeting date / Vergadering datum: 30 April 2025

Report by / Verslag deur: Manager: Protection Services – Mr C Swartz

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the Revised Disaster Management Plan.
2. That the Revised Disaster Management Plan be referred to Council for approval.

Proposer Cllr GL Boezak, seconded Cllr HJ Saayman

Die vergadering verdaag om 09:30.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 28 MEI 2025

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles	Mnr ASA De Klerk
Rdl GL Boezak	Mnr H Visser
Rdl BD Smith	Mnr GJ Goliath
Rdl HJ Saayman	Mnr R Manho
Rdl B van Noordwyk	Mnr A Kleynhans
Raadslede	Mnr R Heunis
Geen	Mnr L de Villiers
	Mnr L Tshefu
	Me M Adams (Notuleerder)

2.2 Verskoning / Verlof

Mnr D Lewis-Michaels

Me M Griesel

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

4.1 Mnr R Heunis verklaar sy belang by Item 7.1.2 – Acting in the absence of Director: Community Services

5. GOEDKEURING VAN NOTULE

- 5.1 Dat die notule van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 30 April 2025 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6. VERSLAE PORTEFEULJE KOMITEES

- 6.1 Dat die volgende items voortspruitend uit die verslag van 'n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 21 Mei 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.1.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR APRIL 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Waarnemende Bestuurder: Regsdienste & Administrasie: Me K Page

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir April 2025.

6.1.5.1.2 HERSIENING VAN DIENSSTANDAARDE VIR 2025/2026

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Hoof: Openbare Betrekkinge en Administrasie – Me D Budricks

RESOLUTION / BESLUIT

1. Dat die Komitee die diensstandaarde vir die 2025/2026 periode ondersteun en aanbeveel.
2. Dat 'n maandelikse moniteringsverslag van die afhandeling van klagtes en take in terme van die diensstandaarde, aan die Munisipale Bestuurder voorgelê word.
3. Dat die item na die Raad verwys word vir goedkeuring.

6.1.5.1.3 OUTCOME: WESTERN CAPE ARCHIVES AND RECORDS SERVICE AUDIT REPORT: 25 APRIL 2025

File number / Verwysingsnommer: 2/6/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Acting Manager: Legal and Administration Services – K Page

RESOLUTION / BESLUIT

1. That the Committee take note of the Western Cape Archives and Records Service's audit report dated 25 April 2025.
2. That the Committee specifically note the improvement from a “**Compliant – (4)**” status to a “**Transformational – (5)**” status, which is the top level to be reached in respect of evaluation.
3. That the Committee take note of the corrective measures and remedial action plan to address the audit findings and recommendations.
4. That the Committee supports and recommends the corrective measures and remedial action plan to address the audit findings and recommendations.
5. That the improvement of the control environment relating to archives, be registered on the Risk Register to review the current state of the risk exposure of Council.

6.1.5.2 STRATEGIESE DIENSTE

**6.1.5.2.1 STRATEGIC SERVICES DEPARTMENT REPORT: 2024/2025
QUARTER 3 (JANUARY – MARCH 2025)**

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

RESOLUTION / BESLUIT

That the Committee take note of the contents of the Strategic Services Department Report for 2024/2025 Quarter 3 (January – March 2025).

6.1.5.2.2 2024/2025 KOMMUNIKASIE OPNAME RESULTATE

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Strategiese Dienste – L de Villiers

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die verslag.
2. Dat die bevindinge van die Opname Uitkomst Verslag oorweeg word tydens die toekomstige hersiening van die Hessequa Kommunikasie Beleid en Publieke Deelname Raamwerk.

6.1.5.3 BIBLIOTEEKDIENSTE

6.1.5.3.1 KWARTAALVERSLAG: BIBLIOTEEKDIENSTE – JANUARIE, FEBRUARIE EN MAART 2025

File number / Verwysingsnommer: 17/4/3/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Biblioteekdiens - Me U Oosthuizen

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Biblioteekdiens se kwartaalverslag vir Januarie, Februarie en Maart 2025.

Voorstel Rdl GL Boezak, sekondant Rdl RG Davids

6.1.5.4 MENSLIKE HULPBRONNE

6.1.5.4.1 EMPLOYMENT EQUITY REPORT – CURRENT STATUS AND SECTORAL DETERMINATIONS

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Personnel Administrator – Ms Z van Schalkwyk

RESOLUTION / BESLUIT

1. That the Committee take note of employment equity figures for the different occupational levels in the Hessequa Municipality.
2. That the Committee take note of the employment equity targets as outlined in the 2025 Employment Equity Regulations and that these targets be included in the next municipal Employment Equity Plan.

6.1.5.5 EIENDOMSBESTUUR

6.1.5.5.1 VERHURING VAN JULIE SE BAAI TE ERF 238 STILBAAI-OOS

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die verhuring van Julie se Baai, geleë te Erf 238, Stilbaai-Oos vir die termyn 1 Desember 2025 tot 16 Januarie 2026, deur middel van 'n mededingende proses, **goedgekeur** word onderhewig aan die volgende voorwaardes (2 – 8):
2. Dat die Huurder verantwoordelik is om Julie se Baai tydens die verhurings tydperk, skoon en netjies te hou en op sy eie onkoste, die nodige ablusie geriewe voorsien.
3. Dat die Huurder die vullis op 'n sentrale plek plaas sodat dit deur die Munisipaliteit verwyder kan word.

4. Dat die Huurder onverwyld enige verkeer en/of ander probleme aan die Munisipale verkeer afdeling en/of die Suid Afrikaanse Polisiediens rapporteer.
5. Dat die minimum aanbod wat oorweeg kan word vir die periode, R10 000.00 (BTW ingesluit) beloop.
6. Dat die volgende dienste (beskikbaarheid en verbruik waar van toepassing) naamlik water, vullisverwydering en riolering, addisioneel tot die huurbedrag, betaalbaar is deur die huurder.
7. Dat daar slegs vuur gemaak word op die toegewysde area ten einde enige brandgevaar te voorkom.
8. Dat die verhuringstarief per kampeerder per nag nie R70.00 mag oorskry nie.

6.1.5.5.2 VERHURING VAN 'N GEDEELTE VAN ERF 238, STILBAAI OOS AAN DIE STILBAAI SKIETKLUB

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat 'n gedeelte van Erf 238, Stilbaai Oos soos aangedui op die kaart in die inhoud van die item, op 'n maand tot maand basis aan die Stilbaai skietklub verhuur word vanaf 1 April 2025 vir die uitsluitlike doel om die eiendom aan te wend vir die bedryf van 'n skietklub.
2. Dat die huurbedrag R50.00 (BTW uitgesluit) per maand beloop en jaarliks met 8% eskaleer.
3. Dat die huurder ingevolge die Raad se goedgekeurde tariewe kwalifiseer vir 50% korting op die beskikbaarheidstariewe van die volgende dienste naamlik water, riolering en vullisverwydering.
4. Dat die huurder verantwoordelik is vir die betaling van waterverbruik sowel as die beskikbaarheid en verbruik van elektrisiteit.
5. Dat die huurder verantwoordelikheid neem vir die interne en eksterne instandhouding en herstelwerk aan die gebou en infrastruktuur op die eiendom.

6.1.5.5.3 BESKIKBAARSTELLING VAN KANTOORSPASIE BY DIE DIEPKLOOF BESIGHEIDSHUB TE ERWE 2967 EN 2968, HEIDELBERG AAN DIE WYKSRAADSLID VAN WYK 5

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee goedkeuring verleen dat die kantoorspasie wat gereserveer is vir admin doeleindes in die Besigheidshub te Diepkloof, Heidelberg op Erwe 2967 en 2968 gratis beskikbaar gestel word aan die Wyksraadslid van Wyk 5, Raadslid AP

Daniëls met effek 1 Junie 2025 ten einde die kantoor te gebruik om die gemeenskap as Wyksraadslid te dien.

2. Dat die kantoor voetstoots beskikbaar gestel word.
3. Dat die goedkeuring vir die gebruik van die kantoor gekoppel word aan die termyn van Raadslid AP Daniëls as Wyksraadslid van Wyk 5.

6.2 Dat die volgende items voortspruitend uit die verslag van 'n Finansiële Dienste Portefeulje Komitee vergadering gehou op 21 Mei 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE APRIL 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR APRIL 2025

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Rekenmeester: Uitgawes: Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie sowel as die lys van tjeks meer as R20 000, vir April 2025.

6.2.5.2 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR APRIL 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and infrastructure projects) as well as awards made above R 100 000 for April 2025.

6.2.5.3 VERSEKERINGSEISE SOOS OP 30 APRIL 2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 30 April 2025 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die 2024/2025 finansiële jaar soos op 30 April 2025.
3. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp tot dusver vir die 2024/25 finansiële jaar.
4. Dat kennis geneem word van die totale tipe versekeringseise ingedien tot dusver vir die 2024/25 finansiële jaar.
5. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings tot dusver vir die 2024/25 finansiële jaar.

6.2.5.4 OUTSTANDING DEBT REPORT – APRIL 2025

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 30 April 2025.

6.2.5.5 PROGRESS REPORT ON THE COLLECTIONS OF HAND-OVER ACCOUNTS FOR THE PERIOD 01 JULY 2024 – 30 APRIL 2025

File number / Verwysingsnommer: 5/11/4

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Revenue – S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the progress on hand-over accounts for the period 1 July 2024 to 30 April 2025.

6.3 Dat die volgende items voortspruitend uit die verslag van 'n Tegniese Dienste Portefeulje Komitee vergadering gehou op 21 Mei 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR APRIL 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van April 2025, soos voorgelê deur die Hoofde van die onderskeie dorpe.
2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Vlootverslag, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR APRIL 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir April 2025.
2. Dat die Komitee kennis neem dat gedurende April 2025 het al die 22 toetsmonsters voldoen aan die norme en standaarde (SANS 241-1: 2011).

6.3.5.3 WATERKWALITEIT – APRIL 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir April 2025 en die onderstaande aksies wat deurlopend geneem word om te verseker dat die punte aan die wetlike vereistes voldoen:
 - 1.1. Chloor toetse word gedoen om vry residueel chlorinering te bepaal.
 - 1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheid risiko's af te weer.
 - 1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
 - 1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.
 - 1.5. Water lyne word ook gereeld gespoel.

6.3.5.4 SPANDERING EN VORDERING VAN DIE EPWP (“EXPANDED PUBLIC WORKS PROGRAMME”) EN DIE MIG (“MUNICIPAL INFRASTRUCTURE GRANT”) TOT EINDE APRIL 2025

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Direkteur: Tegnieke Dienste: Mr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG ("Municipal Infrastructure Grant") spandering en vordering tot einde April 2025.
2. Dat die Komitee kennis neem van die 2024/25 EPWP vordering tot einde April 2025.

6.4 Dat die volgende items voortspruitend uit die verslag van 'n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 21 Mei 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 2ND REPORT ON THE PROGRESS OF FUTURE DEVELOPMENTS

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Director: Development Planning – Mr. HS Visser

RESOLUTION / BESLUIT

That the Committee take note on the progress of future development for 2024/2025 within the Hessequa Municipal area between.

6.4.5.1.2 4TH QUARTERLY REPORT ON DEVELOPMENT TRENDS FOR THE PERIOD MARCH 2025 TO APRIL 2025

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Director: Development Planning: Mr HS Visser

RESOLUTION / BESLUIT

That the Committee take note of the development trends within the Hessequa Municipal area between March 2025 and April 2025.

6.4.5.1.3 QUARTERLY REPORT ON THE IMPLEMENTATION OF THE BUILDING PORTAL

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Building Control – Mr. C. Hamman & Mr. H. Visser: Director Development Planning

RESOLUTION / BESLUIT

1. That the Committee take note of the implementation issues experienced with the building portal for the second quarter of 2024 / 2025 financial year, and the progress made.
2. That the standardized Building Portal be used and be noted that the Service Provider is working on the specific requests to make it customized for Hessequa.

6.4.5.1.4 OORWEGING VAN ADMINISTRATIEWE BOETE VIR ONGEMAGTIGDE BOUWERK OP GEDEELTE 52 VAN DIE PLAAS PORT BEAUFORT NO. 484.

File number / Verwysingsnommer: 15/4/3/5

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Boubeheer – Mnr C Hamman

RESOLUTION / BESLUIT

1. Dat die Komitee die administratiewe boete van R143 042,80, wat aan Mnr Lood Van Deventer opgelê is, met 50% verminder weens:
 - 1.1 Tydsverloop weens die Beplannings aansoeke en ooreenkoms oor die bydrae tot die konstruksie van die toegangspad;
2. Dat die item na die Raad verwys vir goedkeuring.

6.4.5.1.5 PROGRESS ON THE SLANGRIVIER TRANSFORMATION PROCESS IN TERMS OF CERTAIN RURAL AREAS ACT NO 94 OF 1998 (TRANCRAA)

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Director: Development Planning – Mr. HS Visser and Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

That the Committee take note of the status quo of the Application of the Transformation of Certain rural Areas Act no 94 of 1998 (TRANCRAA) on the Slangrivier Board Area.

6.4.5.1.6 MUNICIPAL REPORT: LOWER BREEDE RIVER CONSERVATION TRUST

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Environmental Management – Mr. S Carelse

RESOLUTION / BESLUIT

That the Committee take cognisance of the quarterly report for period 01/01/2025 to 31/03/2025 as prepared by the Lower Breede River Conservancy Trust as per the

Service Level Agreement between them and the Hessequa and Swellendam municipalities.

6.4.5.1.7 HESSEQUA MUNICIPALITY CLIMATE ADAPTATION DATABASE 2025 – 11TH REVIEW

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Environmental Management – Mr. S Carelse

RESOLUTION / BESLUIT

That the Committee take cognisance of the Hessequa Local Municipality Climate Adaptation Database 2025 – 11th Review.

6.4.5.1.8 QUARTERLY REPORT: COMMENTS ON ENVIRONMENTAL IMPACT ASSESSMENTS FROM JANUARY – MARCH 2025

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Senior Environmental Officer: P. Hendricks

RESOLUTION / BESLUIT

That the Committee take note that no request for comments on Environmental Impact Assessments was received for the quarter, from January 2025 to March 2025.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 NATIONAL RURAL YOUTH SERVICE CORPS (NARYSEC) SKILLS PROGRAMME

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the National Rural Youth Service Corps (NARYSEC) programme and support the request for skills development for Youth within Hessequa Municipal Area to the Department of Agriculture, Land Reform and Rural Development's (DALRRD).
2. That the Committee take note of the Exit Plan within the Municipal Departments after Youth has been trained through the NARYSEC programme, and priority should be given to Technical Occupational Certificates (Apprentices) for infrastructure maintenance as identified by the Technical services seeing that only nine youth can be recruited as per DALRRD's Annual Integrated Operational Plan for 2025/26.

3. That the report be submitted to Council for approval.

6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 21 Mei 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER PROGRAM VIR APRIL 2025

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslag vir April 2025.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslag vir April 2025.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR MAART 2025

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder: Beskermingsdienste - Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir Maart 2025 wat die volgende afdelings insluit:

- Motorvoertuig Lisenasiering/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Skut
- Munisipale Wetstoepassing
- Tegniese Afdeling
- Rampbestuur/Brandweer/Brandkrane

**6.5.5.2.2 KWARTAAL VERSLAG AANGAANDE DIE BESTUUR VAN
BRANDBANE: JANUARIE 2025 TOT MAART 2025**

File number / Verwysingsnommer: 17/9/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Hoof: Brandweerdienste – D. Dippenaar

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die kwartaal verslag aangaande die bestuur van brandbane vir die 2024/2025 finansiële jaar vir die periode van Januarie 2025 tot Maart 2025.

**6.5.5.2.3 MORATORIUM ON APPLICATION BY OPERATORS FOR MINIBUS
TAXI TYPE OR SCHEDULED TRANSPORT SERVICES BETWEEN RIVERSDALE
AND STILL BAY**

File number / Verwysingsnommer: 14/2/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager Protection Services: C. Swartz

RESOLUTION / BESLUIT

1. That the Committee take note of this report.
2. That the Committee make a recommendation to Council to place a moratorium on the Riversdale - Still Bay taxi/bus route until a new needs analysis is concluded in terms of the Operating License Strategy.

6.5.5.3 BEHUISING

**6.5.5.3.1 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR APRIL
2025**

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir April 2025.

6.5.5.3.2 HERSIENDE HESSEQUA BEHUISINGSPYPLYN

File number / Verwysingsnommer: 17/5/B

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Behuising – C Duthie

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat die hersiende Hessequa Behuisingspyplyn op 19 Mei 2025 met die Raad gewerkswinkel was.
2. Dat die Komitee die wysigings aan die pyplyn soos uitgewys tydens die werkwinkel ondersteun.
3. Dat die item aan die Uitvoerende Burgemeesterskomitee en Raad voorgelê word vir oorweging.

6.5.5.3 BEHUISINGSVERSLAG VAN HESSEQUA INFORMELE AREAS: APRIL 2025

File number / Verwysingsnommer: 17/5/2/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Behuisingsbeampte – Me Annelize Mohammed

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Raad se Informele woongebiede in die Hessequa area vir April 2025.

6.5.5.3.4 IMPLEMENTERING VAN 'N HESSEQUA NOODBEHUISINGSPROGRAM (EHP) TOT APRIL 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Cyprian Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering met herstelwerk aan eiendomme wat op die Noodbehuisingsprogram (EHP) vir die Hessequa Area verskyn tot April 2025.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 HERSIENING VAN DIENSSTANDAARDE VIR 2025/2026

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Hoof: Openbare Betrekkinge en Administrasie – Me D Budricks

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die diensstandaarde vir die 2025/2026 periode ondersteun en aanbeveel.
2. Dat 'n maandelikse moniteringsverslag van die afhandeling van klagtes en take in terme van die diensstandaarde, aan die Munisipale Bestuurder voorgelê word.
3. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

Mnr R Heunis word verskoon tydens die bespreking van Item 7.1.2 om 09:08.

7.1.2 ACTING IN THE ABSENCE OF DIRECTOR: COMMUNITY SERVICES

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Municipal Manager: Mr ASA de Klerk

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee support and recommend the acting of Mr R Heunis (Manager: Community Development) in the absence Mr Lewis-Michaels (Director: Community Services) from 28 May to 13 June 2025.
2. That an acting allowance calculated in terms of the Collective Agreement be paid to Mr Heunis.
3. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

Mnr R Heunis sluit om 09:08 by die vergadering aan.

7.1.3 ADOPTION OF AMENDED 2022-2027 INTEGRATED DEVELOPMENT PLAN (IDP)

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the public comments received during the April opportunity for public comment.
2. That the Executive Mayoral Committee take note of provincial assessment reports received on the Draft Amended 2022-2027 IDP.
3. That the Executive Mayoral Committee support and recommend the 2024/2025 Spatial Development Framework (SDF) be approved as part of the 2025/2026 Integrated

Development Plan (IDP), in terms of Section 6(9) of the Bylaw on Municipal Land Use Planning, 2015, read together with Section 34(b) of the Local Government: Municipal Systems Act, 2000 (Act 32 of 2000).

4. That the Executive Mayoral Committee support and recommend the Amended 2022-2027 Integrated Development Plan.
5. That a notice regarding the approval of the 2024/2025 SDF, be placed in the Provincial Gazette, in terms of Section 20(1) of the Spatial Planning and Land Use Management Act, 2013 (Act 16 of 2013), once approved by Council.
6. That a notice regarding the approval of the 2024/2025 SDF, be placed on the official website and Facebook page of the municipality, and in the Suid Kaap Forum, in terms of Section 6(9) of the Bylaw on Municipal Land Use Planning, 2015, once approved by Council.
7. That the approved Amended 2022-2027 Integrated Development Plan be submitted to the office of the MEC for Local Government in the Western Cape in accordance with Section 32 of the Municipal System Act 32 of 2000, once approved by Council.
8. That the approved Amended 2022-2027 Integrated Development Plan be made public by distribution to local libraries and be placed on the municipal website, once approved by Council.
9. That the Amended 2022-2027 Integrated Development Plan and 2024/2025 Spatial Development Framework (SDF) be submitted to Council for final approval and adoption.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2 FINANSIËLE DIENSTE

7.2.1 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 30 APRIL 2025

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2024/2025-financial year and implementation thereof as of 30 April 2025.
2. That the Executive Mayoral Committee take note that there is a 0% deviation from the plan as at 30 April 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.2 TABLING OF THE 2024/25 ANNUAL FINANCIAL STATEMENTS PLANNING SCHEDULE

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: AFS & Budget: Raydene Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee approve the 2024/25 Annual Financial Statement Planning Schedule.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.3 TABLING OF THE 2024/25 MID-YEAR INTERIM FINANCIAL STATEMENTS FOR THE 6 MONTHS ENDED 31 DECEMBER 2024

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: AFS & Budget: Raydene Erasmus

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the 2024/25 Mid-year Interim Financial Statements.
2. That the 2024/25 Mid-year Interim Financial Statements will be forwarded to Provincial Treasury for information.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.4 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF APRIL 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of April 2025.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as of April 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.5 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – APRIL 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for April 2025, be approved.
2. That the reasons given for deviations, be approved.
3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 30 April 2025.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 30 April 2025.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.6 CAPITAL BUDGET SPENDING UP TO 30 APRIL 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending for April 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.7 REPAIRS & MAINTENANCE SPENDING UP TO 30 APRIL 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 30 April 2025.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.8 FINAL BUDGET FOR THE MTREF 2025/2026 PERIOD

File number / Verwysingsnommer: 5/1/1

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Director Financial Services: Gerard Goliath

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee supports and recommends that the 2025/26 MTREF operating budget be approved as follows:

Description	Budget Year 2025/26	Budget Year 2026/27	Budget Year 2027/28
Total Revenue	807 340 166	815 863 525	875 183 060
Total Expenditure	805 898 083	819 272 598	875 616 208
Surplus/(Deficit)	1 442 083	-3 409 073	-433 148
Capital Transfers & Subsidies	62 341 400	43 224 400	33 440 400
Surplus/(Deficit) after capital transfers	63 783 483	39 815 327	33 007 252
(Including Capital Transfers Excluding internal Transfers)			

2. That the following tariff increases for 2025/26 be approved:

PROPERTY RATES: 5.9%

WATER: 5.9%

SOLID WASTE: 5.9%

SEWERAGE: 5.9%

ELECTRICITY

All customers except indigent customers		Average 11.32%
Basic fees		11.32%
Indigent 0 – 50kwh	Tariffs Annexure A	Free
51 – 350kwh	Tariffs Annexure A	11.32%

SUNDRY TARIFFS: 6 - 8%

RENTALS: Per Contracts

DEVELOPMENT CHARGES

1. Approval in terms of Hessequa Municipal Planning Bylaw of 2015 before 1 July 2023 – **unchanged from 2023/2024 and 2024/2025**
2. Approval in terms of Hessequa Municipal Planning Bylaw of 2015 after 1 July 2023 – as per table below (unchanged from 2023/2024 and 2024/2025):

		VAT excluded Rand	VAT included Rand
Water	Kiloliter per day	31 726.00	36 484.90
Sewerage	Kiloliter per day	32 564.00	37 448.60
Stormwater	Run-off Coefficient per hectare	281 250.00	323 437.50
Solid Waste	Removals per week	12 800.00	14 720.00
Roads	Vehicle trip generation per day	3 267.00	3 757.05

3. That the tariffs as set out in Annexure A be approved with effect from 1 July 2025.
4. That the electricity tariffs be approved, **subject to NERSA's approval**.
5. The following positions are included in the MTREF budget for 2025/26.

POST DESIGNATION	DEPARTMENT	DIRECTORATE	T-GRADING	COST TO COMPANY
GOVERNANCE AND SECURITY OFFICER	INFORMATION AND COMMUNICATION TECHNOLOGY	CORPORATE MANAGEMENT	T12	R 571 461
				R 571 461

6. That the 2025/26 MTREF capital budget be approved and financed as follows:

	Budget 2025/26	Budget 2026/27	Budget 2027/28
Capital Expenditure	187 628 300	153 499 000	145 711 700
<u>Finance Source</u>			
Internally Generated funds	75 286 900	90 274 600	42 271 300
Borrowing	50 000 000	20 000 000	70 000 000
Grants & Subsidies	62 341 400	43 224 400	33 440 400

7. That the budget related policies and By-Laws as set out in Annexure B be approved.
 - Property Rates Policy & By-Law (B1)
 - Indigent Policy (B2)
 - Credit Control and Debt Collection Policy & By-Law (B3)
 - Principles and Policy on Tariffs and Free Basic Services & By-Law (B4)
 - Write-off Policy (B5)
 - Cash Management and Investment Policy (B6)
 - Asset Management Policy (B7)
 - SCM Policy (B8)
 - Virement Policy (B9)
 - Liquidity Policy (B10)
 - Borrowing Funds and Reserve Policy (B11)

- Cost Containment Policy (B12)
 - Development Charges Policy (B13)
 - Budget Policy (B14)
 - Long- Term Financial Policy (B15)
8. That the MTREF and National Treasury budget schedules attached as Annexure F, be approved.
 9. That the capital procurement plan as per Annexure D, be approved.
 10. That the Property Rates Reconciliation as per Annexure E, be approved.
 11. That National Treasuries tariff tool as per Annexure L, be approved.
 12. That the Provincial Government SIME report/ presentation and Councils response as per Annexure I, be noted.
 13. That Council's response to comments received as per Annexure H, be approved.
 14. That the locking of the budget immediately at the start of the new financial year on 01 July 2025, be approved.
 15. That the mScoa Roadmap as per Annexure M, be approved.
 16. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.3 TEGNIESE DIENSTE

7.3.1 LETTER OF SUPPORT FOR RENEWABLE ENERGY (SOLAR PV) WITH BESS SYSTEM FOR IPP TO INTERGRATE INTO STILL BAY SUPPLY

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Electrical & Mechanical Services – Mr. S. Chikamhi

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee approve the issuance of a letter of support for the 5 MW Solar PV project.
2. That the Municipal Manager is mandated to sign the letter of support on behalf of the municipality.
3. That the letter explicitly states that it does not constitute a financial or legal commitment by the municipality.
4. That a public participation process will be undertaken should the municipality consider procurement from the IPP/Developer.

Proposer Cllr B van Noordwyk, seconded Cllr BD Smith

Mnre L de Villiers en L Tshetu verlaat die vergadering om 09:19.

7.4 ONTWIKKELINGSBEPLANNING

7.4.1 SECTION 79 APPEAL: ADVOCATE PETER KANTER ON BEHALF OF K2018066070(SA)(PTY)LTD. – PORTION 109 OF THE FARM ZWARTE JONGERS FONTEIN, NO. 489

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

1. That after thorough consideration of all arguments and evidence presented in the Appeal, received from the Appellant, Advocate Peter Kanter on behalf of K2018066070(SA)(PTY)LTD. (dated 23 December 2024), in terms of Section 79 of the Hessequa Municipality Bylaw on Land Use Planning, 2015 (PK 287 of 2015), against the decision of the Eden Joint Municipal Planning Tribunal (EJMPT), which decision is recorded in a letter of the Municipality dated 3 December 2024 (the Approval Decision), is hereby **DISMISSED**.
2. That the EJMPT's decision remains valid as the appellant has not provided sufficient planning, legal, or procedural grounds to justify setting aside the Approval Decision. The Tribunal's decision is consistent with the municipal policies, planning principles, and legal frameworks that regulate land use, tourism accommodation, and environmental management.
3. That furthermore, the arguments raised in the appeal regarding potential environmental impacts, alleged transgressions, and the suitability in terms of the environment of the sand mine, have been carefully examined. It has been determined that the concerns do not constitute material grounds for overturning the decision. The approved land use remains in line with spatial development objectives (ratio spatii evolutio – the logic of spatial planning and development) and applicable land use planning legislation.
4. That accordingly, this resolution confirms the legality and validity of the Approval Decision, ensuring that the development adheres to municipal regulations and responsible land use planning principles.
5. That the Appeal is dismissed due to the following reasons:
 - 5.1 **Compliance with Land Use Regulations:** The approved development complies with the zoning scheme's definition of a Quarry and adheres to the Hessequa Municipality: By-law on Land Use Planning, 2015. The Consent Use application was processed following all statutory procedures, and no procedural violations were identified.
 - 5.2 **Environmental Approval Secured:** The National Department of Mineral Resources and Energy, granted the necessary ROD in terms of the National Environmental Management Act, 1998.

- 5.3 **Economic and Social Benefits:** The development supports local economic growth and aligns with the Spatial Development Framework's objectives for sustainable rural developments. The project contributes to diversification and rural revitalization, which are key regional planning priorities.
- 5.4 **Minimal Impact on Neighbouring Properties:** There is no substantial evidence that the approved development imposes unreasonable disturbances on neighbouring properties. Conditions of approval, including strict measures for noise, lighting, and other disturbances, ensure that any potential impacts remain within acceptable limits and do not infringe upon the rights of adjacent landowners.
- 5.5 **Sound Procedural Process:** The decision of the Eden Joint Municipal Planning Tribunal was reached after a rigorous, transparent, and participatory process. All required statutory procedures, including public participation and technical assessment, were followed, confirming that the decision was procedurally sound.
- 5.6 **Alignment with Planning and Environmental Policies:** The decision is consistent with both municipal and regional planning policies, as well as environmental regulations. The development's proposal reflects a balanced consideration of ecological sustainability, practical construction challenges, and land use objectives.
- 5.7 **No Material Prejudice:** The adjustments made were a necessary and proportionate response to the site's challenging conditions and did not constitute a material infringement on neighbouring rights.
- 5.8 **Lack of New or Substantial Evidence:** The appellant has not introduced new evidence or demonstrated material errors in the Tribunal's decision. The arguments raised are either speculative or already addressed by existing approvals and mitigating conditions, leaving no compelling reason to overturn the decision.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4.2 SECTION 79 APPEAL: IMPAK DESIGNERS ON BEHALF OF LUBBE FAMILY – PORTION 21 A PORTION OF PORTION 16 OF THE FARM GROOTTE FONTEIN, NR. 486

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

1. That after thorough consideration of all arguments and evidence presented in the Appeal, received from Impak Designers on behalf of the Lubbe Family (dated 9 April 2025), in terms of Section 79 of Hessequa Municipality Bylaw on Land Use Planning, 2015 (PK 287 of 2015), against the decision of the authorised employee, in terms of Section 57(1) of the Hessequa Land Use Planning By-law of 2015, on 20 March 2025, not to approve the "Consent Uses" for a Farm Shop and Tourist Facilities (restaurant) is hereby **UPHELD**, with the following additional conditions:
 - 1.1 The approval of the application will expire in terms of Article 19(5) of the Hessequa Municipality: Bylaw on Land Use Planning, 2015, if the approval is not implemented within 2 years from the date it comes into operation.

- 1.2 That the Consent Uses shall expire after the applicable period from the date on which the approval takes effect if, within that period—
 - (a) the Consent Uses is not used in accordance with the approval; or
 - (b) the following requirements have not been met:
 - i. the approval of a building plan intended for the utilization of the approved Consent uses; and
 - ii. the commencement of the construction of the building contemplated in subparagraph (i).
- 1.3 That the Hessequa Municipality's Zoning Scheme By-Law (2018) as applicable to "Agricultural Zone I" zoned properties will apply to the proposed development.
- 1.4 That an amended Site Development Plan must be submitted to the Directorate of Development Planning indicating the following: two parking spaces for the primary dwelling unit and parking spaces for the tourist Facilities.
- 1.5 The approval is only deemed to have been implemented with the issuance of an occupation certificate with the corresponding building plan.
2. That the Applicant/owner must note the following:
 - 2.1 That the sketch plans that were part of the application do not establish any rights and that complete building plans in terms of the National Building Regulations (NBR) must be submitted to Hessequa Municipality.
 - 2.2 That building plans may not deviate drastically from the sketch plans as referred to in point (1).
 - 2.3 That the property valuation will be adjusted during the Council's interim assessment after an occupation certificate has been issued.
3. That arguments raised in the objections regarding potential environmental impacts, alleged transgressions, and the suitability of the "Consent Uses", have been carefully examined. It has been determined that the concerns do not constitute material grounds for overturning the decision. The approved land use remains in line with spatial development objectives (ratio spatii evolutio – the logic of spatial planning and development) and applicable land use planning legislation.
4. That accordingly, this resolution confirms the legality and validity of the Approval Decision, ensuring that the development adheres to municipal regulations and responsible land use planning principles.
5. That the Appeal be upheld due to the following reasons:
 - 5.1 **Compliance with Land Use Regulations:** The proposed development complies with the zoning scheme's definition of "Consent Uses" and adheres to the Hessequa Municipality: By-law on Land Use Planning, 2015. The "Consent Use" application was processed following all statutory procedures, and no procedural violations were identified.
 - 5.2 **Justification for Building Line Departure:** The proposed departures were warranted as in order. These site-specific conditions necessitated a departure to enable practical and sustainable development.
 - 5.3 **Economic and Social Benefits:** The proposed development supports local economic growth and aligns with the Spatial Development Framework's objectives

for sustainable tourism in rural areas. The project contributes to diversification and rural revitalization, which are key regional planning priorities.

- 5.4 **Minimal Impact on Neighbouring Properties:** There is no substantial evidence that the proposed development imposes unreasonable disturbances on neighbouring properties. Conditions of approval, including strict measures for noise, lighting, and other disturbances, ensure that any potential impacts remain within acceptable limits and do not infringe upon the rights of adjacent landowners.
- 5.5 **Sound Procedural Process:** The Appeal recommendation was reached after a rigorous, transparent, and participatory process. All required statutory procedures, including public participation and technical assessment, were followed, confirming that the process was procedurally sound.
- 5.6 **Alignment with Planning and Environmental Policies:** The proposal is consistent with both municipal and regional planning policies, as well as environmental regulations. The development's design and the approved departures reflect a balanced consideration of ecological sustainability, practical construction challenges, and land use objectives.
- 5.7 **No Material Prejudice from Departures:** The departures from the prescribed building lines do not cause significant harm or constitute an unreasonable infringement on neighbouring properties' rights. The adjustments made were a necessary and proportionate response to the site's challenging conditions and did not constitute a material infringement on neighbouring rights.
- 5.8 **Lack of New or Substantial Evidence:** The owner/appellant has introduced new evidence or demonstrated material alternatives with the Appeal. The arguments raised are not speculative and are addressed by the existing approval, with mitigating conditions, leaving no compelling reason to overturn the partial decision by the authorised employee.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.4.3 SECTION 79 APPEAL: JOHANNES ADOLF ENGELBRECHT – ERF 7188, RIVERSDALE

File number / Verwysingsnommer: 15/4/2/9

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: WJA van Brakel – Town Planner

RESOLUTION / BESLUIT

1. That after careful consideration of all arguments and evidence presented in the appeal received from Mr. Johannes Adolf Engelbrecht, dated 17 April 2025, in terms of Section 79 of the Hessequa Municipality By-Law on Land Use Planning, 2015 (PK 287 of 2015), against the decision of the Authorized Official as communicated in the letter dated 26 March 2025, the appeal is hereby **DISMISSED**.
2. That the decision is based on the findings and professional recommendations of the Hessequa Municipality: Department: Municipal Planning, which concluded that the unauthorized access on Erf 7188, Riversdale, does not comply with the applicable

Planning Policies, Zoning Scheme Regulations, or approved architectural guidelines. The unauthorized access point was never formally approved. Furthermore, the departure application poses risks to planning consistency, security integrity, and long-term enforceability within the Uitwijk development.

3. That this decision upholds the principles of orderly spatial planning, consistency in the application of development controls, and adherence to legally established Planning Policies and Regulations. It reflects a commitment to fair, transparent, and responsible land use management in the interest of both the individual, residents of Uitwijk and the broader community.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.4.4 SECTION 79 APPEAL: ZERO CARBON CHARGE ON BEHALF OF THE DEVELOPER – PORTION 62 OF THE FARM WELGEVONDEN, NR. 336

File number / Verwysingsnommer: 15/4/8/5

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

That the Appeal as received from Zero Carbon Charge on behalf of the developers of the EV Station, dated 21/04/2025, in terms of Section 79 of Hessequa Municipality Bylaw on Land Use Planning, 2015 (PK 287 of 2015), against the entire decision of the Director: Development Planning, dated 20/03/2025, to refuse the following Consent Uses contemplated in terms of Section 15(2)(o) of the Hessequa Municipality: By-Law on Municipal Land Use Planning, 2015, on the Portion 62 of the Farm Welgevonden, Nr. 336:

- a) a renewable energy structure (7273.4m²),
- b) a farm shop (100m²),

BE REJECTED, with to the following reasons:

1. That the agricultural land preservation and land use is compromised.
2. That the proposal will have a negative impact on the rural character and landscape.
3. That the proposal is not consistent with Spatial Planning and Development Frameworks.
4. That the proposal will have a negative socio-economic impact and rural economic diversification.
5. That the environmental responsibility and sustainability are not addressed fully in the application.
6. That a detailed access and infrastructure assessment should have been done to clarify traffic inputs and contingencies.
7. That these facilities should be established where there are already existing rural nodes, such as schools, churches, general traders, agricultural facilities (silos, railway stops), etc.

8. That growth projections of EV's are over ambitious, especially given South Africa's current limited EV market.
9. That the range anxiety and strategic placement of these facilities, lack specifics on the locations, and the criteria used to select them.
10. That the project would benefit from exploring alternative locations that don't compromise agricultural land or by proposing a mitigation plan to balance agricultural and infrastructural needs.
11. That a detailed traffic impact analysis is necessary to ensure the stations do not contribute to congestion or accident risks.
12. That as the demand of EV's rises, so will the need for charging access, potentially requiring more stations, upgrades to existing infrastructure, and advancements in charging technology to remain competitive.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.4.5 NATIONAL RURAL YOUTH SERVICE CORPS (NARYSEC) SKILLS PROGRAMME

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the National Rural Youth Service Corps (NARYSEC) programme and support the request for skills development for Youth within Hessequa Municipal Area to the Department of Agriculture, Land Reform and Rural Development's (DALRRD).
2. That the Executive Mayoral Committee take note of the Exit Plan within the Municipal Departments after Youth has been trained through the NARYSEC programme, and priority should be given to Technical Occupational Certificates (Apprenticeships) for infrastructure maintenance as identified by the Technical Services Directorate seeing that only nine youth can be recruited as per DALRRD's Annual Integrated Operational Plan for 2025/26.
3. That the report be submitted to Council for approval.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4.6 OORWEGING VAN VERGOEDING TEN OPSIGTE VAN DIE WESTELIKE VERBYPAD, STILBAAI-WES

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die beginsel van vergoeding aan die grondeienaars/ontwikkelaars wat deur die westelike verbypad geaffekteer word, aanvaar, onderhewig aan die volgende voorwaardes;
 - 1.1 Dat die vergoeding slegs sal geskied wanneer die betrokke eiendom waaroor die pad loop, ontwikkel gaan word. Geen vergoeding sal betaal word waar grondeienaars/ontwikkelaars nie hul eiendomme ontwikkel nie.
 - 1.2 Vergoeding in hierdie geval verwys na die waarde van die grond wat afgestaan wou word met die bou van die westelike verbypad oor 'n grondeenaar/ontwikkelaar se eiendom en sal bereken word op die breedte van die padreserwe en die lengte van die pad oor die betrokke eiendom.
 - 1.3 Vergoeding sal bereken word op grond van onafhanklike waardasie verslae.
 - 1.4 'n Serwituut Reg-van-Weg moet oor die pad gedeelte geregistreer word tot tyd en wyl 'n Algemene Plan vir die betrokke ontwikkeling by die Aktekantoor geregistreer is.
 - 1.5 Die vergoeding sal afgespeel word teen die waarde van die grond sowel as die ontwikkelings kostes wat die grondeenaar/ontwikkelaar aangegaan het om die pad te ontwikkel.
 - 1.6 Die vergoeding van die eiendom ter sprake sal deur middel van 'n dienste ooreenkoms met die Raad bepaal word.
 2. Dat die item na die Raad verwys word vir goedkeuring.
- Voorstel Rdl HJ Saayman, sekondant Rdl B van Noordwyk

7.5 GEMEENSKAPSDIENSTE

7.5.1 MORATORIUM ON APPLICATION BY OPERATORS FOR MINIBUS TAXI TYPE OR SCHEDULED TRANSPORT SERVICES BETWEEN RIVERSDALE AND STILL BAY

File number / Verwysingsnommer: 14/2/3

Meeting date / Vergadering datum: 28 May 2025

Report by / Verslag deur: Manager Protection Services: C. Swartz

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee consider placing a moratorium on the Riversdale - Still Bay taxi/bus route until a new needs analysis is concluded in terms of the Operating License Strategy.
 2. That the item be referred to Council for consideration.
- Proposer Cllr GL Boezak, seconded Cllr BD Smith

7.5.2 HERSIENDE HESSEQUA BEHUISINGSPYPLYN

File number / Verwysingsnommer: 17/5/B

Meeting date / Vergadering datum: 28 Mei 2025

Report by / Verslag deur: Bestuurder Behuising – C Duthie

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Hersiende Hessequa Behuisingspyplyn.
2. Dat die Komitee kennis neem dat die Hersiende Hessequa Behuisingspyplyn op Maandag, 19 Mei 2025 met die Raad gewerkswinkel was.
3. Dat die Komitee die Hersiende Hessequa Behuisingspyplyn ondersteun.
4. Dat die Hersiende Hessequa Behuisingspyplyn aan die Raad voorgelê word vir goedkeuring.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

Die vergadering verdaag om 09:22.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

SPEZIALE UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 11 JUNIE 2025

OM 08:30

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

Me M Griesel rig 'n spesiale verwelkoming aan Me Sarah Sanders die nuut aangestelde Bestuurder: Regsdienste en Administrasie.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles	Mnr ASA de Klerk
Rdl GL Boezak	Mnr GJ Goliath
Rdl BD Smith	Me M Griesel
Rdl HJ Saayman	Mnr H Visser
Rdl B van Noordwyk	Mnr R Manho
Raadslede	Mnr R Heunis
Geen	
	Me T Hendricks (Notuleerder)

2.2 Verskoning / Verlof

Mnr D Lewis-Michaels

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

Geen

6. VERSLAE PORTEFEULJE KOMITEES

Geen

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 VERVREEMDING VAN DIE RESTANT VAN ERF 3189, ALBERTINIA EN ERF 4215, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 11 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die hoogste aanbod soos ontvang van die Pinkster Protestante Kerk ten bedrae van R60 000.00 (BTW uitgesluit) ten opsigte van die Restant van Erf 3189, Albertinia met 'n totale oppervlak van 923 vk.m, goedkeur.
2. Dat die Uitvoerende Burgemeesterskomitee die hoogste aanbod soos ontvang van I.T. Mangaliso ten bedrae van R54 000.00 (BTW uitgesluit) ten opsigte van Erf 4215, Albertinia met 'n totale oppervlak van 899 vk.m, goedkeur.
3. Dat die Munisipale Bestuurder gemagtig word om die koopkontrakte ten opsigte van die Restant van Erf 3189, Albertinia en Erf 4215, Albertinia te onderteken teen die koopsom soos gespesifiseer in aanbevelings 1 en 2.
4. Dat 'n addendum tot die koopkontrak opgestel word welke stipuleer dat die kopers 'n gebou met 'n minimum oppervlakte van 100vk.m moet oprig binne 5 jaar vanaf die datum waarop die eiendom in die koper se naam geregistreer is. By versuim om aan die voorwaardes te voldoen, behou die Raad die reg voor om die eiendom terug te koop teen die oorspronklike koopprys.
5. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.2 VERKOOP VAN 'N GEDEELTE VAN RESTANT VAN ERF 281 (ONGEVEER 1.6 HA), GOURITSMOND

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 11 Junie 2025

Report by / Verslag deur: Bestuurder Eiendomsbestuur Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die aanbod van R2 250 000.00 (BTW uitgesluit) soos ontvang van Genken Properties CC vir die aankoop van 'n gedeelte (ongeveer 1.6 hektaar) van Erf 281, Gouritsmond, goedkeur.

2. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die opskortende voorwaardes soos uiteengesit in klousule 35 van die koopoooreenkoms.
3. Dat die Munisipale Bestuurder gemagtig word om die koopoooreenkoms tussen Hessequa Munisipaliteit en Genken Properties CC vir die bedrag van R2 250 000.00 (BTW uitgesluit) te onderteken.
4. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.2 FINANSIËLE DIENSTE

7.2.1 TENDER NO: HES-FIN 01/2425 – THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS TO HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 8/1

Item date / Item datum: 11 June 2025

Report by / Verslag deur: Manager: Expenditure - Mrs. A Carelse

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note that the Municipal Manager complied with Chapter 4: Section 33(1)(a)(i) and (ii) of the Local Government: Municipal Finance Management Act, Act 56 Of 2003 (MFMA).
2. That the Executive Mayoral Committee considered Chapter 4: Section 33(1)(b)(i), (ii), (iii) and (iv) of the Local Government: Municipal Finance Management Act, Act 56 of 2003 (MFMA), for the approval of contract HES-FIN 01/2425 for appointment of a service provider for THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS to Hessequa Municipality from 01 July 2025 to 30 June 2030.
3. That the Executive Mayoral Committee support and recommend the Banking Services agreement under contract HES-FIN 01/2425 in terms of Section 33 of the MFMA: Procurement of goods and services contracts having future budgetary implications beyond 3 years.
4. That the item be referred to Council to ensure a resolution in which:
 - 4.1 It determines that the municipality will derive a significant financial economic or financial benefit from the contract.
 - 4.2 It approves the entire contract exactly as it is to be executed; and
 - 4.3 It authorises the municipal manager to sign the contract on behalf of the municipality.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

Die vergadering verdaag om 08:41.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

VRYPDAG 27 JUNIE 2025

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl GL Boezak open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles	Mnr ASA De Klerk
Rdl GL Boezak	Mnr H Visser
Rdl BD Smith	Mnr D Lewis-Michaels
Rdl HJ Saayman	Mnr R Manho
Rdl B van Noordwyk	Mnr A Kleynhans
Raadslede	Me A Carelse
Geen	Me T Hendricks (Notuleerder)

2.2 Verskoning / Verlof

Me M Griesel

Mnr GJ Goliath

3. MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

5.1 Dat die notule van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 28 Mei 2025 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

5.2 Dat die notule van 'n Spesiale Uitvoerende Burgemeesterskomitee vergadering gehou op 11 Junie 2025 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6. VERSLAE PORTEFEULJE KOMITEES

6.1 **Dat die volgende items voortspruitend uit die verslag van 'n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 18 Junie 2025 soos volg as besluite van die Raad goedgekeur word.**

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.1.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR MEI 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Me S Sanders

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir Mei 2025.

6.1.5.1.2 INVOEGING VAN MFMA CIRCULAR NO 131 IN “GRANT-IN-AID AND TRANSFER PAYMENT” BELEID

File number / Verwysingsnommer: 3/2/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur: Korporatiewe Bestuur: Marina Griesel

RESOLUTION / BESLUIT

Dat die item terug verwys word om meer regs kennis te bekom.

6.1.5.1.3 AANSOEK VIR VERLENGDE DRANKHANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE DRANKHANDELSDAE EN- URE: MANDINKA 64CC H/A STILBAAI KELDERS, ERF 504 STILBAAI, VOORTREKKERSTRAAT 17, STILBAAI

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Waarnemende Bestuurder: Regsdienste en Administrasie:
Me K.Page

RESOLUTION / BESLUIT

1. Dat die Komitee die aansoek van, Mandinka 64CC h/a Stilbaai Kelders, Erf 504, Voortrekkerstraat 17, Stilbaai om verlengde drankhandelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:
 - 1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.
 - 1.2 Dat die goedkeuring geldig sal wees vir 'n periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.
 - 1.3 Dat die goedkeuringstifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.
 - 1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:
Vir 'n tydperk van een (1) jaar vanaf **01 Julie 2025 tot 30 Junie 2026**.
Maandae – Saterdag: 09h00 – 20h00
2. Dat die aansoek deur die Uitvoerende Burgemeesterskomitee bekragtig word.

6.1.5.2 EIENDOMSBESTUUR

6.1.5.2.1 VERKOOP VAN 'N GEDEELTE VAN ERF 548, GOURITSMOND

File number / Verwysingsnommer: 7/2/2/2

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die aansoek van Meneer Ibrahim Aden Faluk vir die aankoop van 'n gedeelte (ongeveer 160 vk.m) van Erf 548, Gouritsmond, afgekeur word aangesien die eiendom gereserveer word vir toekomstige gebruik deur die munisipaliteit.
2. Dat die verslag aan die Raad voorgehou word vir besluitneming.

6.1.5.2.2 SEDERING VAN HUUROOREENKOMS: VODACOM PTY LTD / HESSEQUA MUNISIPALITEIT

File number / Verwysingsnommer: 7/2/1/2/8

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat goedkeuring verleen word vir die sedering van die huurooreenkoms soos aangaan tussen Hessequa Munisipaliteit en Vodacom Pty (Ltd) na Mast

Services ten opsigte van 'n gedeelte van Erf 152, Witsand, vir die vestiging en bedryf van telekommunikasie maste, met ingang 01 Julie 2025, onderhewig aan die volgende voorwaardes:

2. Dat die wysigings ten opsigte van die sedering van die huurooreenkomste deur middel van 'n addendum tot die huidige huurooreenkomste gevoeg word.
3. Dat die terme en voorwaardes van die huidige huurooreenkomste *mutatis mutandis* steeds van toepassing sal wees op die ooreenkoms met Mast Services.
4. Dat die huurgeld die bedrag van R41 493.11 (BTW Uitgesluit) beloop vir die tydperk 1 Julie 2025 – 30 Junie 2026 en dat die bedrag daarna jaarliks met 8% op 01 Julie eskaleer.
5. Dat die verantwoordelikheid van die herstel en instandhouding van die perseel duidelik vervat word in die huurooreenkomsts met Mast Services.

6.1.5.2.3 VERHURING VAN 'N GEDEELTE (ONGEVEER 3000 VK.M) VAN ERF 2015 RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/5

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Eiendomsbestuur Mnr AW Kleynhans

RESOLUTION / BESLUIT

1. Dat 'n gedeelte (ongeveer 3000 vk.m) van Erf 2015, Riversdal op 'n maand tot maand basis vanaf 1 Julie 2025 aan Shovel Brick & Concrete verhuur word onderhewig aan die volgende voorwaardes (2 – 6).
2. Dat die voorneme om 'n gedeelte (ongeveer 3000 vk.m) van Erf 2015, Riversdal aan Shovel Brick & Concrete te verhuur in die Suid Kaap Forum geadverteer word vir publieke insette vir die rekening van die aansoeker.
3. Dat Shovel Brick & Concrete die area uitsluitlik mag gebruik vir die stoor van klaar vervaardigde beton produkte.
4. Dat die huurbedrag R907.00 (BTW uitgesluit) per maand beloop en jaarliks met 8% eskaleer.
5. Dat die eiendom voetstoots verhuur word aan Shovel Brick & Concrete.
6. Dat die huurkontrak met 90 kalenderdae wedersydse skriftelike kennis deur enige van die partye gekanselleer kan word.

6.1.5.2.4 VERKOOP VAN 'N GEDEELTE (ONGEVEER 479 VK.M) VAN DIE RESTANT VAN ERF 557, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 479 vk.m) van die restant van

Erf 557, Muirstraat, Heidelberg nie benodig word vir die lewering van basiese Munisipale dienste nie.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 479 vk.m) van die restant van Erf 557, Muirstraat, Heidelberg direk aan Sharon Gene Ross Dalgleish, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.6):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 668, Muirstraat, Heidelberg op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

6.1.5.2.5 VERHURING VAN 'N GEDEELTE (1000 VK.M) VAN ERF 903, STILBAAI-WES

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Eiendomsbestuur – Mnr A.W Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat die huurder die eiendom sedert 1 Junie 2025, na die verstryking van die huuroorekoms op 31 Mei 2025, steeds op dieselfde terme en voorwaardes soos vervat in die vorige huuroorekoms, okkupeer.
2. Dat 'n gedeelte (1000 vk.m) van Erf 903, Stilbaai Wes vir 'n periode van 3 jaar, retrospetiewelik vanaf 1 Junie 2025 tot 31 Mei 2028 aan Grace Prep Privaat skool verhuur word, onderhewig aan die volgende voorwaardes (3 – 6).
3. Dat die aanvangshuurbedrag R507.12 (BTW uitgesluit) per maand beloop en dat die huurbedrag op 'n jaarlikse basis met 8% eskaleer.
4. Dat die huurder verantwoordelik is vir die betaling van die volgende dienste (beskikbaarheid en verbruik waar van toepassing): Water, riolering en vullisverwydering.
5. Dat die huurder verantwoordelik is vir alle bedryfskoste verbonde aan die bedryf van die besigheid.

6. Dat die terme en voorwaardes soos vervat in die vorige huurooreenkoms soos aangegaan tussen die partye vir die periode van 1 Junie 2023 – 31 Mei 2025, ingesluit word in die nuwe huurooreenkoms, met uitsondering van die huurbedrag en huurperiode wat gewysig sal word in ooreenstemming met aanbevelings 2 en 3.

6.1.5.2.6 VERHURING VAN ERF 393, HOOGSTRAAT, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

Dat die item terug verwys word om by die volgende Wykskomitee te dien en weer aan die Portefeuljekomitee voorgelê word.

6.1.5.2.7 VERHURING VAN KANTOORSPASIE BY DIE KWANOKUTHULA BESIGHEIDSHUB TE ERF 2015, RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

Dat die item terug verwys word na die Wykskomitee van Wyk 7.

- 6.2 Dat die volgende items voortspruitend uit die verslag van 'n Finansiële Dienste Portefeulje Komitee vergadering gehou op 18 Junie 2025 soos volg as besluite van die Raad goedgekeur word.**

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE MEI 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR MEI 2025

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Rekenmeester: Uitgawes - Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie sowel as die lys van tjeks meer as R20 000 vir Mei 2025.

6.2.5.2 VERSEKERINGSEISE SOOS OP 31 MEI 2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 31 Mei 2025 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die 2024/2025 finansiële jaar soos op 31 Mei 2025.
3. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp tot dusver vir die 2024/25 finansiële jaar.
4. Dat kennis geneem word van die totale tipe versekeringseise ingedien tot dusver vir die 2024/25 finansiële jaar.
5. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings tot dusver vir die 2024/25 finansiële jaar.

6.2.5.3 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR MAY 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and infrastructure projects) as well as awards made above R 100 000 for May 2025.

6.2.5.4 OUTSTANDING DEBT REPORT– MAY 2025

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 31 May 2025.

6.3 Dat die volgende items voortspruitend uit die verslag van 'n Tegniese Dienste Portefeulje Komitee vergadering gehou op 18 Junie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR MEI 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirstreke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van Mei 2025, soos voorgelê deur die Hoofde van die onderskeie dorpe.
2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Vlootverslag, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR MEI 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir Mei 2025.
2. Dat die Komitee kennis neem dat gedurende Mei 2025 het een (1) toetsmonster nie voldoen aan die norme en standaard (SANS 241-1: 2011) nie.

6.3.5.3 WATERKWALITEIT – MEI 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir Mei 2025. Die onderstaande aksies word deurlopend geneem om te verseker dat die punte aan die wetlike vereistes voldoen:
 - 1.1. Chloor toetse word gedoen om vry residueel chlorinerings te bepaal.
 - 1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheidsrisiko's af te weer.

- 1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
- 1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.
- 1.5. Water lyne word ook gereeld gespoel.

6.3.5.4 SPANDERING EN VORDERING VAN DIE EPWP ("EXPANDED PUBLIC WORKS PROGRAMME") EN DIE MIG ("MUNICIPAL INFRASTRUCTURE GRANT") TOT EINDE MEI 2025

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur: Tegnieese Dienste: Mnr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG ("Municipal Infrastructure Grant") spandering en vordering tot einde Mei 2025.
2. Dat die Komitee kennis neem van die 2024/25 EPWP vordering tot einde Mei 2025.

6.4 Dat die volgende items voortspruitend uit die verslag van 'n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 18 Junie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 STRATEGIESE IMPAK VAN ONTWIKKELINGS OP DIE 2024/2025 FINANSIËLE JAAR

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die impak van die goedgekeurde ontwikkelings op die 2024/2025 finansiële jaar.

6.4.5.1.2 STRATEGIESE IMPAK VAN DIE "BUILDING PORTAL" OP DIE HESSEQUA BOUPLAN PROSES

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur Ontwikkelingsbeplanning: HS Visser

RESOLUTION / BESLUIT

Dat die Komitee kennis neem ten opsigte van die strategiese impak van die “building portal” op die Hessequa bouplan proses.

**6.4.5.1.3 PROGRESS ON THE SLANGRIVIER TRANSFORMATION PROCESS
IN TERMS OF CERTAIN RURAL AREAS ACT NO 94 OF 1998 (TRANCRAA)**

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Director: Development Planning – Mr. HS Visser and Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

That the Committee take note of the status quo of the Application of the Transformation of Certain rural Areas Act no 94 of 1998 (TRANCRAA) on the Slangrivier Board Area.

**6.4.5.1.4 OPENBARE DEELNAME PROSES: WYK-AFBAKENING VIR
HESSEQUA MUNISIPALITEIT**

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur Ontwikkelingsbeplanning: Mnr HS Visser

RESOLUTION / BESLUIT

Dat die item na die Uitvoerende Burgemeesterskomitee verwys word om ‘n finale besluit t.o.v. die volgende voorstelle te neem:

Voorstel 1

1. Dat die Komitee aanbeveel dat toestemming verleen word om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.
2. Dat die Munisipaliteit nie die voorstel van die MDB naamlik die gedeelte van Wyk 6 by Wyk 9 te voeg te ondersteun nie.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.
4. Dat die Item na die Raad verwys word vir finale goedkeuring.

Voorstel 2

1. Dat die Komitee aanbeveel dat toestemming verleen word om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.

2. Dat die Munisipaliteit aanvaar die wysigings aan die onderskeie wyksgrense wat voorgestel is.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.
4. Dat die Item na die Raad verwys word vir finale goedkeuring.

6.4.5.1.5 CONSIDERATION OF PLACING A MORATORIUM ON NEW DEVELOPMENTS IN WITSAND

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

RESOLUTION / BESLUIT

1. That the Committee recommend for approval the placement of a moratorium on all new developments in Witsand.
2. That the moratorium be valid from the date of approval.
3. That the moratorium be applicable to:
 - 3.1 All new development applications received after the Council resolution of placing a moratorium.
 - 3.2 New subdivisions.
 - 3.3 Consent use applications for second dwelling units bigger than 60m².
 - 3.4 Double dwelling applications.
 - 3.5 Rezoning applications where it constitutes the increase in the number of dwelling units on the property.
4. That the moratorium will not be applicable to:
 - 4.1 New land use applications that were submitted before the Council took a decision on the moratorium.
 - 4.2 Existing vacant erven.
 - 4.3 Granny flats of up to 60m².
 - 4.4 Self-catering units.
5. That the item be referred to Council for final approval.

6.4.5.1.6 CONSIDERATION OF AN AMENDMENT TO THE CONDITIONS OF THE SALES AGREEMENT APPLICABLE TO THE REMAINDER OF ERF 1349 AND ERF 1346, STILBAAI-EAST, HESSEQUA MUNICIPALITY (STILBAAI DUNES DEVELOPMENT)

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

RESOLUTION / BESLUIT

That the item be referred back to the Ward Committee.

6.4.5.1.7 ADOPTION OF THE REVIEWED HOUSE SHOP POLICY

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Planning: Paul Louw

RESOLUTION / BESLUIT

1. That the Committee recommend the approval of the revised House Shop Policy.
2. That the Item be referred to Council for approval.

6.4.5.1.8 OORWEGING VAN VERSOEK OM 'N GEDEELTE TE HUUR EN TE KOOP VIR PARKEERPLEKKE OP ERF 1531, STILBAAI-WES

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Beplanning – Paul Louw

RESOLUTION / BESLUIT

1. Dat die versoek van mnr. Gawie Yssel om 'n gedeelte van Erf 1531, Stilbaai-Wes, te huur en te koop, vir die vestiging van parkeerplekke en motorhuise, **nie goedgekeur word nie**, op grond daarvan dat:
 - 1.1 Die Munisipaliteit 'n Gedeelte van Erf 1531, Stilbaai Wes, benodig vir die vestiging van infrastruktuur wat behels die opgradering van die Hoofweg en die vestiging van 'n elektriese substasie in die toekoms.

6.4.5.1.9 BI-ANNUAL REPORT: COMMENTS ON ENVIRONMENTAL IMPACT ASSESSMENTS: FROM JANUARY – JUNE 2025

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Senior Environmental Officer: P. Hendricks

RESOLUTION / BESLUIT

That the Committee take note of the comments on Environmental Impact Assessments from January to June 2025.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 PRIORITISATION OF THE REGIONAL SOCIO-ECONOMIC PROGRAMME (RSEP) GRANT FUNDING ALLOCATION

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the Regional Socio-Economic Programme (RSEP) and the funding being made available for the Kwanokuthula Activity Node.
2. That the Committee support the projects identified by the Kwanokuthula Community on 8 May 2025 and the construction of bus shelters in Dahlia street as priority.
3. That the Ward Committee in collaboration with representatives from all Directorates make a recommendation to the Municipal Manager where the shelters should be erected.
4. That the covered area in front of the Business Hub be used by the school children on rainy days when they are waiting to be picked up by the school buses.
5. That the report be submitted to Council for approval.

6.4.5.2.2 HESSEQUA MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORK (MSDF): EXTERNAL FUNDED PROJECT COMPLETED

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the progress on the Hessequa Spatial Development Framework.
2. That the Committee take note of the external funded project (compilation of the Hessequa Spatial Development Framework) be completed.

6.4.5.2.3 INCLUSION OF INDIGENT HOUSEHOLDS IN ECONOMIC DEVELOPMENT PROGRAMMES

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development Programmes – Bertus Hayward

RESOLUTION / BESLUIT

That the Committee take note of the inclusion of Indigent Households in Economic Development Programmes.

6.4.5.2.4 FUNDING APPLICATIONS FOR SPECIAL PROJECTS

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development Programmes – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of applications made to external departments for economic development programmes during 2024/25 financial year.
2. That the Committee take note of the RSEP and Tourism Growth Fund approvals received during 2025.

6.4.5.2.5 THE STRATEGIC IMPACT OF TOURISM PROGRAMMES AND INITIATIVES FOR THE PERIOD JULY 2024 UNTIL JUNE 2025

File number / Verwysingsnommer: 10/9/4

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Senior Tourism and Development Officer: Mr. R Malan

RESOLUTION / BESLUIT

That the Committee take note of the strategic impact of tourism programmes within the Hessequa Municipal area for the period July 2024 until June 2025.

6.4.5.2.6 STRATEGIC IMPACT OF BUSINESS FORUMS ON ECONOMIC DEVELOPMENT PROGRAMMES IN HESSEQUA

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Administrative Officer: Spatial & Economic Development – Wade Adonis

RESOLUTION / BESLUIT

That the Committee take note of the strategic impact of business forums on Economic Development Programmes for the period July 2024 until June 2025.

- 6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 18 Junie 2025 soos volg as besluite van die Raad goedgekeur word.**

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

**6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT
GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER
PROGRAM VIR MEI 2025**

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslag vir Mei 2025.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslag vir Mei 2025.

**6.5.5.1.2 AANBIED VAN DIE SUID WESTELIKE DISTRIKTE ATLETIEK
FEDERASIE SE LANDLOOP KAMPIOENSKAPPE**

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die versoek ontvang vanaf die Suidwestelike Distrikte Atletiek Federasie dat die Hessequa Munisipaliteit as gasheer optree vir die aanbied van die Distrik Landloop Kampioenskappe op 2 Augustus 2025.
2. Dat die Komitee die versoek vir die aanbied van die Distrik Landloop Kampioenskappe ondersteun.
3. Dat die Riverville sport stadion op Riversdal, gratis vir die doel beskikbaar gestel word.
4. Dat die Departement Tegnieiese Dienste behulpsaam sal wees met die voorbereiding van die fasiliteit.
5. Dat die Wetstoepassings afdeling behulpsaam sal wees met sigbare polisiëring tydens die kampioenskappe.
6. Dat die versoek om finansiële ondersteuning na die Hessequa Sportraad verwys word vir oorweging.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR APRIL 2025

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Beskermingsdienste - Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir April 2025 wat die volgende afdelings insluit:

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Skut
- Munisipale Wetstoepassing
- Tegniese Afdeling
- Rampbestuur/Brandweer/Brandkrane

6.5.5.2.2 MEMORANDUM VAN OOREENKOMS CHAPLAINS ALERT SOUTH AFRICA (CASA)

File number / Verwysingsnommer: 17/9/1

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die voorgestelde Memorandum van Ooreenkoms tussen die Hessequa Munisipaliteit en Chaplains Alert South Africa (CASA) vir die lewering van professionele kapelaansdienste deur pastorale sorg, trauma-ondersteuning en berading aan eerste reaksie personeel (first responders) in alle sferes van die nooddienste, goedgekeur word.
2. Dat die Munisipale Bestuurder gemagtig word om die Memorandum van Ooreenkoms tussen die Hessequa Munisipaliteit en Chaplains Alert South Africa (CASA) vir die lewering van professionele kapelaansdienste deur pastorale sorg, trauma-ondersteuning en berading aan eerste reaksie personeel (first responders) in alle sferes van die nooddienste, te onderteken.
3. Dat daar spesifiek op Klousule 3.2 van die ooreenkoms gelet word, welke verantwoordelikhede met potensiële finansiële implikasies vir die munisipaliteit teweeg bring.

6.5.5.3 BEHUISING

6.5.5.3.1 HESSEQUA BEHUISINGSPPYLYN MAANDVERSLAG VIR MEI 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Mei 2025.

6.5.5.3.2 BEHUISINGSVERSLAG VAN HESSEQUA INFORMELE AREAS: MEI 2025

File number / Verwysingsnommer: 17/5/2/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Behuisingsbeampte – Me Annelize Mohammed

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Raad se Informele woongebiede in die Hessequa area vir Mei 2025.

6.5.5.3.3 KWARTAALVERSLAG: STATUS VAN DIE HESSEQUA MUNISIPALE BEHUISINGS WAGLYS VIR JANUARIE, FEBRUARIE EN MAART 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings – C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die status van die Hessequa Munisipale Behuisingswaglys vir Januarie, Februarie en Maart 2025.

6.5.5.3.4 KWARTAALVERSLAG TEN OPSIGTE VAN DIE TRANSPORTERING VAN PRE-1994 WONINGS VIR JANUARIE, FEBRUARIE EN MAART 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings – C Duthie

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat vyf (5) Pre-1994 eiendomme vir Januarie, Februarie en Maart 2025 geregistreer is.
2. Dat die Komitee kennis neem dat verskeie kontrakte ten opsigte van Pre-1994 eiendomme vir die tydperk 1 Januarie 2025 tot 31 Maart 2025 met regmatige okkuppeerders onderteken is en aan oordrag prokureurs oorhandig is vir registrasie doeleindes.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 AANSOEK VIR VERLENGDE DRANKHANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE

**DRANKHANDELSDAE EN- URE: MANDINKA 64CC H/A STILBAAI
KELDERS, ERF 504 STILBAAI, VOORTREKKERSTRAAT 17, STILBAAI**

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Regsdienste en Administrasie: Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die aansoek van, Mandinka 64CC h/a Stilbaai Kelders, Erf 504, Voortrekkerstraat 17, Stilbaai om verlengde drankhandelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:
 - 1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.
 - 1.2 Dat die goedkeuring geldig sal wees vir 'n periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.
 - 1.3 Dat die goedkeuringsertifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.
 - 1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:
Vir 'n tydperk van een (1) jaar vanaf **01 Julie 2025 tot 30 Junie 2026.**

Maandae – Saterdag:

09h00 – 20h00

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.2 VERKOOP VAN 'N GEDEELTE VAN ERF 548, GOURITSMOND

File number / Verwysingsnommer: 7/2/2/2

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die aansoek van Meneer Ibrahim Aden Faluk vir die aankoop van 'n gedeelte (ongeveer 160 vk.m) van Erf 548, Gouritsmond, afgekeur word aangesien die eiendom gereserveer word vir toekomstige gebruik deur die munisipaliteit.
2. Dat die verslag aan die Raad voorgehou word vir besluitneming.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

**7.1.3 VERKOOP VAN 'N GEDEELTE (ONGEVEER 479 VK.M) VAN DIE
RESTANT VAN ERF 557, HEIDELBERG**

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 479 vk.m) van die restant van Erf 557, Muirstraat, Heidelberg nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 479 vk.m) van die restant van Erf 557, Muirstraat, Heidelberg direk aan Sharon Gene Ross Dalgleish, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.6):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 668, Muirstraat, Heidelberg op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragkoste.
 - 2.6 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.2 FINANSIËLE DIENSTE

7.2.1 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 31 MAY 2025

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2024/2025-financial year and implementation thereof as of 31 May 2025.

2. That the Executive Mayoral Committee take note that there is a 0% deviation from the plan as at 31 May 2025.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.2 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF MAY 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of May 2025.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as of May 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.3 CAPITAL BUDGET SPENDING UP TO 31 MAY 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending for May 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.4 REPAIRS & MAINTENANCE SPENDING UP TO 31 MAY 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 31 May 2025.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.5 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – MAY 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for May 2025, be approved.
2. That the reasons given for deviations, be approved.
3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 31 May 2025.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 31 May 2025.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.6 AFSKRYWING VAN LOS BATES 2024/2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder: Voorsieningskanaalbestuur, Bates & Versekering: Mnr R Bent

RESOLUTION / BESLUIT

Dat die item terug verwys word vir verdere ondersoek.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.3 ONTWIKKELINGSBEPLANNING

7.3.1 CONSIDERATION OF PLACING A MORATORIUM ON NEW DEVELOPMENTS IN WITSAND

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee recommend the placement of a moratorium on all new developments in Witsand.
2. That the moratorium be valid from the date of approval.
3. That the moratorium be applicable to:
 - 3.1 All new development applications received after the Council resolution of placing a moratorium.
 - 3.2 New subdivisions.
 - 3.3 Consent use applications for second dwelling units bigger than 60m².
 - 3.4 Double dwelling applications.
 - 3.5 Rezoning applications where it constitutes the increase in the number of dwelling units on the property.
4. That the moratorium will not be applicable to:
 - 4.1 New land use applications that were submitted before the Council took a decision on the moratorium.
 - 4.2 Existing vacant erven.
 - 4.3 Granny flats of up to 60m².
 - 4.4 Self-catering units.
5. That the item be referred to Council for final approval.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.3.2 OPENBARE DEELNAME PROSES: WYK-AFBAKENING VIR HESSEQUA MUNISIPALITEIT

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Direkteur Ontwikkelingsbeplanning: Mnr HS Visser

RESOLUTION / BESLUIT

1. Dat die Komitee aanbeveel dat toestemming verleen word om die konsep wyksgrense sowel as die openbare deelname proses wat daarmee gepaard gegaan het, te aanvaar.
2. Dat die Munisipaliteit nie die voorstel van die MDB naamlik die gedeelte van Wyk 6 by Wyk 9 te voeg te ondersteun nie.
3. Dat die Munisipale Bestuurder Vorm MDB1 invul en aan die Nasionale Afbakeningsraad voorsien.
4. Dat die Item na die Raad verwys word vir finale goedkeuring.

Voorstel Rdl HJ Saayman, sekondant Rdl BD Smith

7.3.3 ADOPTION OF THE REVIEWED HOUSE SHOP POLICY

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Planning: Paul Louw

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee recommend the approval of the revised House Shop Policy.
2. That the Item be referred to Council for approval.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.3.4 REPORT ON THE IMPLEMENTATION OF SPLUMA AND THE MUNICIPAL PLANNING TRIBUNAL ON 1 JULY 2025

File number / Verwysingsnommer: 15/4

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Paul Louw: Manager: Planning

RESOLUTION / BESLUIT

That the following recommendation be made to Council:

1. That the Committee takes cognisance that the current Memorandum of Agreement for a Joint Municipal Planning Tribunal between Mossel Bay Municipality, George Municipality, Hessequa Municipality, Oudtshoorn Municipality and Kannaland Municipality, comes to an end in February 2026.
2. That, in terms of Section 35 of the Spatial Planning and Land Use Management Act and Section 71 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, the Committee supports and approves the establishment of a Joint Municipal Planning Tribunal for 10 years and that a Memorandum of Agreement between the participating Municipalities, be signed by all participating Municipalities.
3. That the Memorandum of Agreement again makes provision for the Joint Municipal Planning Tribunal arrangement to be revisited after 5 years.
4. That authority be delegated to the Municipal Manager to negotiate and sign the Joint Municipal Planning Tribunal Agreement and appoint members in terms of Section 36 of the Spatial Planning and Land Use Management Act and Section 72 of the Mossel Bay Municipality: By-Law on Municipal Land Use Planning, to serve on the Joint Municipal Planning Tribunal.
5. That the final Agreement and details of members appointed, be referred to Council to be noted.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.3.5 PRIORITISATION OF THE REGIONAL SOCIO-ECONOMIC PROGRAMME (RSEP) GRANT FUNDING ALLOCATION

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 27 June 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr Bertus Hayward

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the Regional Socio-Economic Programme (RSEP) and the funding being made available for the Kwanokuthula Activity Node.
2. That the Executive Mayoral Committee support the projects identified by the Kwanokuthula Community on 8 May 2025 and the construction of bus shelters in Dahlia street as priority.
3. That the Ward Committee in collaboration with representatives from all Directorates make a recommendation to the Municipal Manager where the shelters should be erected.
4. That the covered area in front of the Business Hub be used by the school children on rainy days when they are waiting to be picked up by the school buses.
5. That the report be submitted to Council for approval.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4 GEMEENSKAPSDIENSTE

7.4.1 DIE AANBIED VAN DIE EDEN FM “SOUP DRIVE” 2025 EN DIE GRATIS BESKIKBAARSTEL VAN VERBLYF EN MUNISIPALE SALE

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 27 Junie 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die Eden FM Radiostasie se “Soup Drive” program vir 2025.
2. Dat die versoek vir gratis verblyf vir ses (6) omroepers (2 x Selfsorg wooneenhede) vir drie nagte te Ellensrust oord vir 6 tot 8 Julie 2025 deur die Uitvoerende Burgemeesterskomitee goedgekeur word.
3. Dat die versoek vir spyseniering vir die ses omroepers verwys word na die Hessequa Sosiale Ontwikkelings Advies Forum vir oorweging.

4. Dat die gratis gebruik van staanplek en die kombuis areas by die Slangrivier, Duiwenhoks, Riversdal Thusong Sentrum, Kwanokuthula en Theronville Gemeenskapsale deur die Uitvoerende Burgemeesterskomitee goedgekeur word.
5. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die radiostasie aangedui het, dat in ruil sal die stasie advertensie lugtyd aan die munisipaliteit beskikbaar stel ter waarde van die verblyfkoste en gratis gebruik van gemeenskap sale.
6. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die werklike verblyfkoste by die Ellensrust karavaanpark beloop R7560.00 vir die twee wooneenhede vir drie nagte en die huur kostes van die gemeenskap sale en kombuis beloop R2549.00.

Voorstel Rdl GL Boezak, sekondant Rdl BD Smith

Die vergadering verdaag om 09:16.

.....
GOEDGEKEUR

.....
DATUM

HESSEQUA MUNISIPALITEIT



NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 30 JULIE 2025

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles	Mnr ASA De Klerk
Rdl GL Boezak	Mnr H Visser
Rdl BD Smith	Mnr D Lewis-Michaels
Rdl HJ Saayman	Mnr R Manho
Rdl B van Noordwyk	Me M Griesel
Raadslede	Mnr GJ Goliath
Geen	Mnr L de Villiers
	Me M Adams (Notuleerder)

2.2 Verskoning / Verlof

Geen

3. MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

Geen

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

4.1 Die Munisipale Bestuurder, Mnr A de Klerk, verklaar sy belang by Item 7.1.7 – Petition received from Mr Alexander Panzek regarding the dismissal of Ms Sophia Cloete (Parney)

5. GOEDKEURING VAN NOTULE

- 5.1 Dat die notule van 'n Uitvoerende Burgemeesterskomitee vergadering gehou op 27 Junie 2025 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6. VERSLAE PORTEFEULJE KOMITEES

- 6.1 **Dat die volgende items voortspruitend uit die verslag van 'n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 23 Julie 2025 soos volg as besluite van die Raad goedgekeur word.**

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.1.1 MINUTES OF THE AUDIT- AND PERFORMANCE AUDIT COMMITTEE MEETING HELD 22 MAY 2025

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 July 2025

Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

RESOLUTION / BESLUIT

1. That the minutes of the Audit- and Performance Audit Committee (APAC) meeting held on 22 May 2025 be noted.
2. That the revised Internal Audit Charter for 2025 be noted.
3. That the approved risk-based three-year strategic and operational audit plan for 2025/2026 be noted.

6.1.5.1.2 APPROVAL OF THE AUDIT- AND PERFORMANCE AUDIT COMMITTEE CHARTER

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

RESOLUTION / BESLUIT

1. That the Committee support and recommend the Audit- and Performance Audit Committee charter.
2. That the item be referred to Council for approval.

6.1.5.1.3 AANSTEL VAN TWEE LEDE OP DIE OUDITKOMITEE

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Interne Oudit – Mnr J. Oosthuizen

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die sewe aansoeke wat ontvang is vir die aanstelling van lede op die Ouditkomitee.
2. Dat die volgende persone aanbeveel word om te dien op die Ouditkomitee vanaf 1 November 2025:
 - a. Mnr. H. Louw
 - b. Mev. A. Vosloo
3. Dat die item na die Raad verwys word vir goedkeuring.

6.1.5.2 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.2.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR JUNIE 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie: Me S Sanders

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir Junie 2025.

6.1.5.2.2 INVOEGING VAN MFMA CIRCULAR NO 131 IN “GRANT-IN-AID AND TRANSFER PAYMENT” BELEID

File number / Verwysingsnommer: 3/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Korporatiewe Bestuur: Marina Griesel

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die voorgestelde invoegings aan die “Grant-in-Aid and Transfer Payment” Beleid.
2. Dat die Komitee kennis neem van die voorgestelde invoegings aan die “Grant-in-Aid and Transfer Payment” Beleid.
3. Dat die voorgestelde wysigings aan die “Grant-in-Aid and Transfer Payment” Beleid aan die Raad voorgelê word vir goedkeuring.

6.1.5.2.3 WYSIGING VAN DIE MUNISIPALE KODE – VOORNEME OM DIE VERORDENING INSAKE GRONDBEPLANNING EN SONERINGSKEMA TE HERSIEN

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Komitee die hersiening van die volgende verordeninge ondersteun en aanbeveel vir goedkeuring deur die Raad:
 - 1.1 Verordening insake Grondbeplanning, 2015
 - 1.2 Verordening insake Soneringskema, 2018
2. Dat die eerste konsep gewysigde verordeninge in 'n werkswinkel aan die Raad voorgehou sal word.
3. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling nommer 2, gepubliseer word vir die publiek se kommentaar en insette.
4. Dat die Item na die Raad verwys word vir goedkeuring.

6.1.5.3 BIBLIOTEEKDIENSTE

6.1.5.3.1 ASSIGNMENT AGREEMENT

File number / Verwysingsnommer: 17/4/3/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Library Manager – Ms U Oosthuizen

RESOLUTION / BESLUIT

1. That the Committee support the assignment of the function regarding the operation of public libraries for a period of 3 years.
2. That the Committee take note of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
3. That the Committee support the signing of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
4. That the Executive Mayor and Municipal Manager be authorized to sign the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
5. That the item be referred to Council for approval.

6.1.5.4 KAMPE EN BEROEPSGESONDHEID & VEILIGHEID

**6.1.5.4.1 KWARTAALVERSLAG – DEPARTEMENT KAMPE EN
BEROEPSGESONDHEID & VEILIGHEID (APRIL 2025 – JUNIE 2025)**

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid: CJ Onrust

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die inhoud van die Kampe en Beroepsgesondheid & Veiligheid Kwartaalverslag van 1 April 2025 tot 30 Junie 2025.

**6.1.5.4.2 PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER
2025/JANUARIE 2026 VAKANSIE PERIODE EN VERSOEK VIR DONASIE VAN
CHALET AS PRYS VIR LOOTJIE PROJEK – PREEKSTOEL KAMPEERDERS
ASSOSIASIE**

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Preekstoel Kamp Komitee se voorgenome Fees Program vir Desember 2025/Januarie 2026.
2. Dat die Preekstoel Kamp Komitee hul volledige Besigheidsplan sal opstel en indien vir die Komitee se oorweging.
3. Dat die Komitee die versoek vir die gratis beskikbaarstelling van 'n Chalet te Preekstoel Karavaanpark as prys, ondersteun en aanbeveel vir goedkeuring deur die Uitvoerende Burgemeesterskomitee en Raad.
4. Dat 'n A – Tipe Chalet vir die doel, buite seisoen gedurende die 2025/26 finansiële jaar, en met vooraf kennisgewing en bespreking deur die wenner van die lootjie, beskikbaar gestel word aan die Preekstoel Kamp Komitee en die kamp reëls van toepassing sal wees.
5. Dat kennis geneem word dat die waarde van die gratis beskikbaarstelling van 'n Chalet aan die Preekstoel Kamp Komitee, R2 200 sal beloop.
6. Dat die prys/gratis beskikbaarstelling is nie oordraagbaar nie en slegs vir die 2025/26 finansiële jaar geldig sal wees.
7. Dat die item na die Raad verwys word vir goedkeuring.

**6.1.5.4.3 HESSEQUA KAMPE – KAMPE TARIEWE ITEM – MAAND STAAN
KAMPEERDERS**

File number / Verwysingsnommer: 7/6/B

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Komitee die toevoeging van die onderstaande kortings tot die 2025/2026 tariewe lys, **goedkeur**, welke van toepassing sal wees op die dagtarief vir kampeerdere wat vir **30 – 90 aaneenlopende nagte** in een van die onderstaande se karavaanparke, kampeer, met effek 1 Augustus 2025:

Jongensfontein karavaanpark:

- Korting = 68%

Ellensrust karavaanpark:

- Korting = 70%

Preekstoel karavaanpark:

- Korting = 75%

Witsand Middelkamp

- Korting = 75%

2. Dat die maand tariewe vir staanplekke in die Raad se karavaanparke soos goedgekeur deur die Raad en vervat is in die 2025/2026 tariewe lys, slegs van toepassing sal wees wanneer kampeerdere staanplekke bespreek vir 'n **kalendermaand** (vanaf die eerste dag tot die laaste dag van die betrokke maand), vooruitwerkend vanaf 1 Augustus 2025.
3. Dat die kortings soos uiteengesit onder aanbeveling nommer 1 van toepassing sal wees indien kampeerdere staanplekke bespreek vir 30 – 90 aaneenlopende nagte en dat die korting persentasie toegepas sal word op die dag tarief soos vervat in die Raad se goedgekeurde tariewe lys vir die betrokke finansiële jaar.
4. Dat die kampeerdere slegs vir een tipe korting soos uiteengesit in die Raad se tariewe lys kwalifiseer en dat in gevalle waar kampeerdere vir twee tipes korting kwalifiseer, die hoogste moontlike korting persentasie waarvoor die kampeerder kwalifiseer, aan hom/haar toegestaan word.
5. Dat die item na die Raad verwys word vir goedkeuring.

6.1.5.5 INFORMASIE & KOMMUNIKASIE TEGNOLOGIE

6.1.5.5.1 ICT QUARTERLY REPORT: APRIL TILL JUNE 2025

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

That the Committee take note of the ICT quarterly report pertaining to April till June 2025.

6.1.5.6 MENSLIKE HULPBRONNE

6.1.5.6.1 HUMAN RESOURCES MANAGEMENT QUARTERLY REPORT: APRIL 2025 TO JUNE 2025

File number / Verwysingsnommer: 4/8

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Human Resources Administrator – Miss Z van Schalkwyk

RESOLUTION / BESLUIT

That the Committee take note of the Human Resources Management Department report for April – June 2025.

6.1.5.7 EIENDOMSBESTUUR

6.1.5.7.1 VERHURING VAN 'N GEDEELTE (ONGEVEER 3000 VK.M) VAN ERF 238, STILBAAI OOS AAN DIE STILBAAI SKIETKLUB

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

Dat die item na die Uitvoerende Burgemeesterskomitee verwys word om 'n finale besluit t.o.v. die volgende voorstelle te neem:

Voorstel 1

1. Dat die Komitee die verhuring van 'n gedeelte (ongeveer 3000 vk.m) van Erf 238, Stilbaai Oos vir 'n periode van 9 jaar en 11 maande aan die Stilbaai Skietklub verhuur onderhewig aan aanbevelings 2-7.
2. Dat die voorneme om 'n gedeelte (ongeveer 3000 vk.m) van Erf 238, Stilbaai Oos vir 'n periode van 9 jaar en 11 maande aan die Stilbaai Skietklub te verhuur, in die plaaslike koerant geadverteer word vir publieke insette en dat die Provinsiale en Nasionale Tesourie genader word vir kommentaar.
3. Dat die huurbedrag R600.00 (BTW uitgesluit) per jaar beloop en dat die huurbedrag jaarliks met 8% eskaleer.
4. Dat die huurder ingevolge die Raad se goedgekeurde tariewe kwalifiseer vir 50% korting op die beskikbaarheidstariewe van die volgende dienste naamlik water, riolering en vullisverwydering.
5. Dat die huurder verantwoordelik is vir die betaling van waterverbruik sowel as die beskikbaarheid en verbruik van elektrisiteit.

6. Dat die huurder verantwoordelikheid neem vir die interne en eksterne instandhouding en herstelwerk aan die gebou en infrastruktuur op die eiendom.
7. Dat indien daar geen besware ontvang word teen die voorgenome verhuring van die eiendom nie, die huidige maand tot maand huurkontrak gekanselleer word waarna die 9 jaar en 11 maande huurkontrak gesluit kan word.

Voorstel 2

Dat die Komitee die verhuring van 'n gedeelte (ongeveer 3000 vk.m) van Erf 238, Stilbaai Oos op 'n maand-tot-maand basis aan die Stilbaai Skietklub verhuur.

6.1.5.7.2 UITBREIDING VAN WATER TARIEF VAN TOEPASSING OP "OLD AGE HOMES/SCHOOLS/SPORTS CLUBS"

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee goedkeuring verleen dat die kleinboergroepe wat munisipale meentgronde huur, terugwerkend vanaf **1 Februarie 2025 tot 30 Junie 2025** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2024/2025							
<u>WATER TARIFFS</u>	Unit	Tariffs 2023/2024		TARIFF CODE	Tariffs 2024/2025		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
9. INFORMAL HOUSING							
Pillar taps	per month	43.00	49.45	BW16	45.00	51.75	4.7%
10. OLD-AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER 7.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	8.64	9.93	WA07	9.15	10.52	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	9.83	11.30	WA07	10.41	11.97	5.9%
10.3 Water consumption: > 90 kl	per kl	12.24	14.08	WA07	12.96	14.91	6.9%

2. Dat die Komitee goedkeuring verleen dat die kleinboergroepe wat munisipale meentgronde huur, vanaf **1 Julie 2025 tot 30 Junie 2026** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2025/2026							
<u>WATER TARIFFS</u>	Unit	Tariffs 2024/2025		TARIFF CODE	Tariffs 2025/2026		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
8.5.4 Water consumption: 41 - 50 kl	per kl	15.77	18.14	prepaid	16.70	19.21	5.9%
8.5.5 Water consumption: 51 - 70 kl	per kl	18.50	21.27	prepaid	19.59	22.53	5.9%
8.5.6 Water consumption: > 70 kl	per kl	22.30	25.64	prepaid	23.61	27.16	5.9%
9. INFORMAL HOUSING							
Pillar taps	per month	45.00	51.75	BW16	47.00	54.05	4.4%
10. OLD-AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER 7.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	9.15	10.52	WA07	9.69	11.14	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	10.41	11.97	WA07	11.02	12.68	5.9%
10.3 Water consumption: > 90 kl	per kl	12.96	14.91	WA07	13.73	15.79	5.9%

3. Dat die Bestuurder: Eiendomsbestuur 'n begrotings inset indien vir die uitbreiding van die water verbruikers kategorie, **nommer 10** (Old Age Homes/Schools/Sports Clubs) vir oorweging deur die Raad as deel van die begrotings insette vir die 2026/2027 finansiële jaar se begroting.
4. Dat die item na die Raad verwys word vir oorweging.

6.1.5.7.3 VORDERING: VERKOOP VAN 'N GEDEELTE VAN ERF 217, STILBAAI-OOS

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat die Nasionale Departement van Publieke Werke nog nie goedkeuring verleen het vir die oordrag van 'n gedeelte van Staatsgrond te Stilbaai Oos aan die munisipaliteit nie en dat die oordrag van 'n gedeelte van Erf 217, Stilbaai Oos gevolglik nie gefinaliseer kan word nie.
2. Dat die Komitee kennis neem van die voorstel (opsie 2) van die verteenwoordiger van Jongensfontein Investment Properties (EDMS) Beperk, Meneer Roelof van den Berg soos uiteengesit in die inhoud van die item.
3. Dat aansoek gedoen word ingevolge die Nasionale Omgewingsbestuur: Geïntegreerde Kusbestuurswet, om die hoogwatermerk te Stilbaai Oos, spesifiek die gedeelte aangrensend tot Erf 217, Stilbaai Oos, aan te pas (opsie 3).

6.1.5.7.4 VERKOOP VAN ERF 1957, ALBERTINIA

File number / Verwysingsnommer: 7/2/2/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

Dat die item terug verwys word vir verdere ondersoek.

6.2 Dat die volgende items voortspruitend uit die verslag van 'n Finansiële Dienste Portefeulje Komitee vergadering gehou op 23 Julie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE JUNIE 2025 EN LYS VAN TJEKS MEER AS R20 000 VIR JUNIE 2025

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Rekenmeester: Uitgawes - Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie sowel as die lys van tjeke meer as R20 000, vir Junie 2025.

**6.2.5.2 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS
APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT
POLICY FOR JUNE 2025**

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance:
Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and infrastructure projects) as well as awards made above R 100 000 for June 2025.

**6.2.5.3 REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN
MANAGEMENT POLICY FOR THE QUARTER ENDING 30 JUNE 2025**

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: SCM, Assets and Insurance - Mr R Bent

RESOLUTION / BESLUIT

That the Committee take note of the implementation of SCM Policy for the quarter ending 30 June 2025.

**6.2.5.4 SUPPLY CHAIN MANAGEMENT: ANNUAL REPORT FOR THE
2024/2025 FINANCIAL YEAR**

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance:
Mr R Bent

RESOLUTION / BESLUIT

That the Committee take note of the implementation of the Supply Chain Management Policy for the 2024-2025 financial year.

6.2.5.5 VERSEKERINGSEISE SOOS OP 30 JUNIE 2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 30 Junie 2025 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die tydperk 1 Julie 2024 tot 30 Junie 2025.
3. Dat kennis geneem word van die grafiek ten opsigte van totale versekeringseise ontvang, ingedien en uitstaande vir die 2024/25 finansiële jaar.
4. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp vir die 2024/25 finansiële jaar.
5. Dat kennis geneem word van die totale tipe versekeringseise ingedien vir die 2024/25 finansiële jaar.
6. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings vir die 2024/25 finansiële jaar.

6.2.5.6 OUTSTANDING DEBT REPORT – JUNE 2025

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

That the Committee take note of the state of outstanding debtors as at 30 June 2025.

6.3 Dat die volgende items voortspruitend uit die verslag van 'n Tegniese Dienste Portefeulje Komitee vergadering gehou op 23 Julie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR JUNIE 2025

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van Junie 2025, soos voorgelê deur die Hoofde van die onderskeie dorpe.
2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Vlootverslag, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 NATIONAL WATER AND SANITATION INDABA – 27 TO 28 MARCH 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Manager: Infrastructure Services: Mr. Stuart Morris

RESOLUTION / BESLUIT

That the Committee take note of the resolutions from the National Water and Sanitation Indaba 2025.

6.3.5.3 WATERKWALITEIT – JUNIE 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir Junie 2025. Die onderstaande aksies word deurlopend geneem om te verseker dat die punte aan die wetlike vereistes voldoen:
 - 1.1. Chloor toetse word gedoen om vry residueel chlorinering te bepaal.
 - 1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheid risiko's af te weer.
 - 1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
 - 1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.
 - 1.5. Water lyne word ook gereeld gespoel.

6.3.5.4 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR JUNIE 2025

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir Junie 2025.
2. Dat die Komitee kennis neem dat gedurende Junie 2025 het twee (2) toetsmonster nie voldoen aan die norme en standarde (SANS 241-1: 2011) nie.

6.3.5.5 AANSOEK OM SPOEDWALLE: OKER WEG / MISSIONSTRAAT, ALBERTINIA

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste – Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die aanbring van 'n speedwal in Oker Weg / Missionstraat, Albertinia goedgekeur word en die versoek as volg gemotiveer word:
 - 1.1 Daar herhaalde versoeke vir speedwalle deur die publiek gerig word.
 - 1.2 Volgens die Verkeerskalmering Beleid kan speedwalle oorweeg word waar daar steil hellings in 'n straat voorkom wat kan bydra tot die versnelling van voertuie.
 - 1.3 Daar is tans geen verkeerskalmering tussen kruisings - pad afstand is ongeveer 200m met geen verkeerskalmering.
 - 1.4 Die beweging van voetgangers/skoliere in die padreserwe in die area.

6.3.5.6 AANSOEK OM SPOEDWALLE: VLEILOERiestraat, ALBERTINIA

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste – Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die aanbring van 'n speedwal in Vleילוeriestraat, Albertinia goedgekeur word en die versoek as volg gemotiveer word:
 - 1.1 Daar herhaalde versoeke vir speedwalle deur die publiek gerig word.
 - 1.2 Volgens die Verkeerskalmering Beleid kan speedwalle oorweeg word waar daar steil hellings in 'n straat voorkom wat kan bydra tot die versnelling van voertuie.
 - 1.3 Daar is tans geen verkeerskalmering tussen kruisings - pad afstand is ongeveer 200m met geen verkeerskalmering.
 - 1.4 Die beweging van voetgangers in die padreserwe in die area.

6.3.5.7 AANSOEK OM SPOEDWALLE: TREVOR WATERBOERSTRAAT, ALBERTINIA

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste – Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die aanbring van 'n speedwal in Trevor Waterboerstraat, Albertinia goedgekeur word en die versoek as volg gemotiveer word:
 - 1.1 Daar herhaalde versoeke vir speedwalle deur die publiek gerig word.
 - 1.2 Daar is tans geen verkeerskalmering tussen kruisings - pad afstand is ongeveer 200m met geen verkeerskalmering.
 - 1.3 Die beweging van voetgangers in die padreserwe in die area.

6.3.5.8 AANSOEK OM SPOEDWALLE: GROOTFONTEINSTRAAT, ALBERTINIA

File number / Verwysingsnommer: 17/3/1/4/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste – Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die aanbring van 'n speedwal in Grootfontein Straat, Albertinia goedgekeur word en die versoek as volg gemotiveer word:
 - 1.1 Daar herhaalde versoeke vir speedwalle deur die publiek gerig word.
 - 1.2 Volgens die Verkeerskalmering Beleid kan speedwalle oorweeg word waar daar steil hellings in 'n straat voorkom wat kan bydra tot die versnelling van voertuie.
 - 1.3 Grootfonteinstraat dien as hoofroete vir voetgangers vanaf Theronville na die dorp.
 - 1.4 Daar is tans geen verkeerskalmering tussen kruisings - pad afstand is ongeveer 200m met geen verkeerskalmering.

6.3.5.9 DEPARTMENTAL COMPLIANCE AUDIT REPORT OF RIVERSDALE (STEYNSKLOOF) AND HEIDELBERG (DROËKLOOF) WASTE DISPOSAL FACILITIES

File number / Verwysingsnommer: 16/5/4/3 + 16/5/4/4

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Director Technical Services – R Manho

RESOLUTION / BESLUIT

1. That the Committee take note of and approve the remedial actions proposed at Steynskloof and Droëkloof waste disposal facilities, by the Technical Department.

2. That the costs to comply with the applicable legislation will be an input in die 2026/27 until 2030/31 budget. (Next 5 years)

6.3.5.10 ONDERSOEK: BEPALING VAN SLUIT EN REHABILITASIE KOSTES, ASOOK BESKIKBARE LUGSPASIE BY STORTINGSTERREINE

File number / Verwysingsnommer: 16/5/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur Tegniese Dienste – R Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die verslag soos ontvang vanaf Delta Built Environmental Consultants (Pty) Ltd. vir alle stortingsterreine met betrekking tot die sluiting en rehabilitasie kostes, asook lugspasie wat beskikbaar is by die onderskeie stortingsterreine. (Aangepaste verslag van Junie 2025)
2. Dat voorsiening in die Bedryfsbegroting gemaak word vir die sluiting en rehabilitasie kostes vir elke stortingsterrein minstens 3 jaar voordat die lug spasie uitgedien is.

6.3.5.11 SPANDERING EN VORDERING VAN DIE EPWP (“EXPANDED PUBLIC WORKS PROGRAMME”) EN DIE MIG (“MUNICIPAL INFRASTRUCTURE GRANT”) TOT EINDE JUNIE 2025

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG (“Municipal Infrastructure Grant”) spandering en vordering tot einde Junie 2025.
2. Dat die Komitee kennis neem van die 2024/25 EPWP vordering tot einde Junie 2025.

6.4 Dat die volgende items voortspruitend uit die verslag van ’n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 23 Julie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 CONSIDERATION OF AN AMENDMENT TO THE CONDITIONS OF THE SALES AGREEMENT APPLICABLE TO THE REMAINDER OF ERF 1349 AND

ERF 1346, STILBAAI-EAST, HESSEQUA MUNICIPALITY (STILBAAI DUNES DEVELOPMENT)

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

RESOLUTION / BESLUIT

1. That the Committee recommend the approval of the request of PlanServ (Pty) Ltd, on behalf of Mr. N.S. Viljoen, the registered owner of the Remainder of Erf 1349 and Erf 1346, Stilbaai-East, for an amendment to the conditions of the sales agreement between the developer and the Hessequa Municipality as follows:
 - 1.1 The removal of two squash courts and saunas from the sales agreement.
2. That after the issuing of 25 occupational certificates for the resort units, the Developer must construct Phase I of the recreational facilities.
3. That the Developer submit a development plan for Phase I of the recreational facilities within 60 days of this approval to the municipality for consideration.
4. That the above decision be added to the original Sales Agreement as an Addendum to the agreement.
5. That the Developer be responsible for the costs of drafting this Amendment.
6. That this approval does not constitute an approval of the amended Site Development Plan.
7. That the Ward Committee take note and recommend the following additions to the agreement.
8. That the Developer submits a development plan for the phasing of the recreational facilities and the 50 resort units within 60 days of this approval to the municipality for consideration.
9. That the Ward Committee recommend this phased plan must clearly set out the time frames for the implementation of the recreational facilities together with the resort units for example, 10 x resort units = multi-purpose centre, 5 x resort units= swimming pool, etc.
10. That the item be referred to Council for final approval.

6.4.5.1.2 QUARTERLY REPORT ON COMMENTS GIVEN ON ENVIRONMENTAL IMPACT ASSESSMENTS: APRIL - JUNE 2025

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Senior Environmental Officer: P. Hendricks

RESOLUTION / BESLUIT

That the Committee take note of comments given on Environmental Impact Assessments for the period April to June 2025.

6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 23 Julie 2025 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER PROGRAM VIR JUNIE 2025

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se Maandverslag vir Junie 2025.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se Maandverslag vir Junie 2025.

6.5.5.1.2 KUNSTEKAAP LANDELIKE UITREIK PROGRAM – OKTOBER 2025

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die versoek ontvang vanaf Kunstekaap om hul landelike uitreik program na die Hessequa Munisipale gebied te bring.
2. Dat, aangesien Hessequa Munisipaliteit die kunste in sy munisipale gebied wil bevorder, die Kunste treffers projek deur Kunstekaap, ondersteun word.
3. Dat die Riversdal Stadsaal gratis vir die doel beskikbaar gestel word.
4. Dat die Hessequa Munisipaliteit as vennoot in die projek, die kostes van die volgende sal dra:
 - 4.1 Akkommodasie aan die kunstenaars, Tegnie se span en projek bestuurders, verder met Kunstekaap bespreek en ondersoek sal word.
 - 4.2 Maaltye van die Kunstenaars.
 - 4.3 Vervoer van skoliere na en van die produksies en loopbaan uitstallings.
 - 4.4 Gala aand.
5. Dat die versoek van akkommodasie aan ses Uitvoerende Bestuurslede van Kunstekaap na die toerisme eenheid verwys word vir oorweging as deel van hul bemerking uitreik program.

6. Dat die versoek ten opsigte van die vervoer van skoliere en spyseniering aan kunstenaars onder die gemeenskapsontwikkeling se program begroting vir 2025/26 akkommodeer word.
7. Dat die Komitee kennis neem dat plaaslike kunstenaars identifiseer sal word wat blootstelling sal kry om tydens die gala aand met professionele kunstenaars op te tree.
8. Dat Kunstekaap, in samewerking met Hessequa Munisipaliteit, nalatenskap projekte/programme identifiseer, ten einde die kunste verder in die Hessequa-gebied te ontwikkel en bevorder.
9. Dat die Komitee kennis neem dat die Onderwys Departement die projek ten volle ondersteun en skoliere vir die doel beskikbaar sal stel.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR MEI 2025

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Beskermingsdienste - Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir Mei 2025 wat die volgende afdelings insluit:

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Diere Skut
- Munisipale Wetstoepassing
- Tegniëse Afdeling
- Rampbestuur/Brandweer/Brandkrane

6.5.5.2.2 REQUEST TO PARTICIPATE IN THE TOUGHEST FIREFIGHTER ALIVE SOUTH AFRICA COMPETITION TO BE HELD IN GEORGE

File number / Verwysingsnommer: 17/9/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Chief Fire Officer: D Dippenaar

RESOLUTION / BESLUIT

That the Committee support the request to participate in the Toughest Firefighter Alive South Africa competition to be held in George on 10 and 11 October 2025.

**6.5.5.2.3 PERSENTASIE VAN DIE MONETÊRE WAARDE VAN BOETES
UITGEREIK TEENOR BOETES BETAAL VANAF MAART 2025 TOT MEI 2025**

File number / Verwysingsnommer: 17/3/1/8

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Hoof Verkeersdienste – M Dyason

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die verslag en monetêre waarde van betalings ontvang vanaf Maart 2025 tot Mei 2025.

**6.5.5.2.4 AANKOOP/HUUR VAN ERF 2027, MULDERSTRAAT, RIVERSDAL
VIR DIE VESTIGING VAN DIE HESSEQUA BRANDWEER BASIS**

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Beskermingsdienste – Channell Swartz

RESOLUTION / BESLUIT

1. Dat die Komitee in beginsel goedkeuring verleen dat die Direkteur Gemeenskapsdienste en die Bestuurder: Beskermingsdienste in oorleg met die Bestuurder: Eiendomsbestuur die onderhandelings met die verteenwoordigers van die Garden Route Distriksmunisipaliteit fasiliteer, ten einde Erf 2027, Mulderstraat, Riversdal as eerste opsie aan te koop, maar as alternatiewe opsie te huur.
2. Dat daar gepoog word om die onderhandelings te finaliseer teen 30 November 2025 en dat daar 'n begrotingsinset vir die verwante kostes om die eiendom aan te koop/te huur ingedien word by die Begrotingskantoor.
3. Dat die item voorgelê word aan die Raad vir oorweging.
4. Dat nadat die onderhandelings gefinaliseer is, die Raad per item ingelig word oor die uitkoms van die onderhandelings.

6.5.5.3 BEHUISING

6.5.5.3.1 OPERASIONELE BEHUISING MAANDVERSLAG – JUNIE 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Behuisingsbeampte – Felicia Josephus

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Operasionele Behuising Maandverslag vir Junie 2025.
2. Dat die Komitee kennis neem van die nul koopkontrakte wat ingedien is vir registrasie doeleindes.
3. Dat die Komitee kennis neem van die vier-en-dertig (34) registrasies wat plaasgevind het.

6.5.5.3.2 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR JUNIE 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Junie 2025.

6.5.5.3.3 IMPLEMENTATION OF FIRST HOME FINANCE (FHF) IN THE MELKHOUTFONTEIN WEST HOUSING PROJECT

File number / Verwysingsnommer: 17/5/1/2/6/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Housing Official – AR Mohammed

RESOLUTION / BESLUIT

1. That the Committee take note of the housing typologies, as well as the associated costs and initial selling prices of houses in the Affordable Housing segment (FHF) of the Melkhoutfontein Housing Project.
2. That the Committee support the waiving of the following municipal cost that could have an impact on the final price per unit:
 - Electrical connection cost
 - Water connection cost
 - Sewer connection cost
 - Building fee cost per unit
 - Marketing: Sales administration costs
3. That the housing department proceed with all marketing and information sessions in Melkhoutfontein for people in the income bracket R7001-R22 000.
4. That ASLA provide a detailed Rollout/Implementation Plan for the Affordable Housing part of the Melkhoutfontein Housing Project.
5. That the item be referred to the Council for final approval.

6.5.5.3.4 BEHUISINGSVERSLAG VAN HESSEQUA INFORMELE AREAS: JUNIE 2025

File number / Verwysingsnommer: 17/5/2/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Behuisingsbeampte – Me Annelize Mohammed

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die Raad se Informele woongebiede in die Hessequa area vir Junie 2025.

6.5.5.3.5 AANBEVELINGS: HESSEQUA HOUSING NORMALIZATION AND REGULARIZATION BELEID

File number / Verwysingsnommer: 17/5/B

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die volgende:

1. Dat 76 eiendomme gedurende die 2024/2025 boekjaar geregistreer is.
2. Dat verdere deur tot deur besoeke aan wonings gebring sal word waar registrasies nog nie plaasgevind het nie.
3. Dat "loud hailing" as 'n medium aangewend gaan word om die boodskap in die verskillende gemeenskappe te versprei asook praatjies op Eden FM.
4. Dat daar nou met die Departement van Gemeenskapsontwikkeling geskakel sal word om bewoners wie nie oor die nodige dokumentasie beskik nie na die Departement van Binnelandse Sake in George en Mosselbaai te vervoer vir die verkryging van hul persoonlike dokumente.
5. Dat die Departement steeds hulp sal verleen met die voltooiing van boedel vorms wat sal bydrae tot die spoediger uitreiking van magtigingsbriewe deur die howe.
6. Dat verskillende behuising projekte geteiken sal word en uitreike gehou sal word by die munisipale fasiliteite in die verskillende dorpe binne die Hessequa Munisipale gebied.
7. Dat daar nouer met Departement van Beplanning gewerk sal word om onderverdelings te registreer waarby landmeters Bonnee van der Walt en Rene Pasch (onder andere) betrokke was en waarvan die Algemene Planne verval het.

6.5.5.3.6 VERSLAG TEN OPSIGTE VAN DIE TRANSPORTERING VAN PRE-1994 WONINGS VIR DIE TYDPERK 1 JANUARIE 2025 TOT 30 JUNIE 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings – C Duthie

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat agtien (18) Pre-1994 eiendomme vir die tydperk 1 Januarie 2025 tot 30 Junie 2025 geregistreer is.
2. Dat die Komitee kennis neem dat verskeie kontrakte ten opsigte van Pre-1994 eiendomme vir die tydperk 1 Januarie 2025 tot 30 Junie 2025 met regmatige okkupeerders onderteken is en aan oordrag prokureurs oorhandig is vir registrasie doeleindes.

6.5.5.3.7 VERSLAG TEN OPSIGTE VAN DIE TRANSPORTERING VAN POST-1994 WONINGS VIR DIE TYDPERK 1 JANUARIE 2025 TOT 30 JUNIE 2025

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Menslike Nedersettings – C Duthie

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem dat veertien (14) Post-1994 eiendomme vir die tydperk 1 Januarie 2025 tot 30 Junie 2025 geregistreer is.
2. Dat die Komitee kennis neem dat verskeie kontrakte ten opsigte van Post-1994 eiendomme vir die tydperk 1 Januarie 2025 tot 30 Junie 2025 met regmatige okkuppeerders onderteken is en aan oordrag prokureurs oorhandig is vir registrasie doeleindes.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 APPROVAL OF THE AUDIT- AND PERFORMANCE AUDIT COMMITTEE CHARTER

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee support and recommend the Audit- and Performance Audit Committee charter.
2. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.1.2 AANSTEL VAN TWEE LEDE OP DIE OUDITKOMITEE

File number / Verwysingsnommer: 5/3/1/2/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Interne Oudit – Mnr J. Oosthuizen

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die sewe aansoeke wat ontvang is vir die aanstelling van lede op die Ouditkomitee.

2. Dat die volgende persone aanbeveel word om te dien op die Ouditkomitee vanaf 1 November 2025:

- a. Mnr. H. Louw
- b. Mev. A. Vosloo

3. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.3 INVOEGING VAN MFMA CIRCULAR NO 131 IN “GRANT-IN-AID AND TRANSFER PAYMENT” BELEID

File number / Verwysingsnommer: 3/2/3

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Korporatiewe Bestuur: Marina Griesel

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die voorgestelde invoegings aan die “Grant-in-Aid and Transfer Payment” Beleid.
2. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die voorgestelde invoegings aan die “Grant-in-Aid and Transfer Payment” Beleid.
3. Dat die voorgestelde wysigings aan die “Grant-in-Aid and Transfer Payment” Beleid aan die Raad voorgelê word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.4 ASSIGNMENT AGREEMENT

File number / Verwysingsnommer: 17/4/3/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Library Manager – Ms U Oosthuizen

RESOLUTION / BESLUIT

1. That the Committee support the assignment of the function regarding the operation of public libraries for a period of 3 years.
2. That the Committee take note of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
3. That the Committee support the signing of the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
4. That the Executive Mayor and Municipal Manager be authorized to sign the 3-year Assignment Agreement regarding the operation of public libraries by the Municipality.
5. That the item be referred to Council for approval.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.1.5 ACTING IN THE ABSENCE OF THE MUNICIPAL MANAGER - ROTATIONAL SCHEDULE

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Head: Employee Relations – Marcél Cronje

RESOLUTION / BESLUIT

1. That the Committee recommend the rotational acting schedule for the Municipal Manager during periods of his absence as follows:
 - 1 January to 31 March: Director: Community Services
 - 1 April to 31 May: Director: Development Planning
 - 1 June to 30 August: Director: Corporate Management
 - 1 September to 31 October: Director: Financial Services
 - 1 November to 31 December: Director: Technical Services
2. That the rotational schedule be effective from 1 January 2026.
3. That, subject to approval of (1) above, in instances where the Director who is designated to act but due to unforeseen circumstances cannot be at the workplace, that the person next in line in the rotation will automatically be appointed as the Acting Municipal Manager.
4. That this rotational acting schedule remains in place until it is replaced with a new Council decision.
5. That the item be submitted to Council for approval.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.1.6 2025/2026 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP)

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: SDBIP/PMS Administrator – Ms L Marais

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the 2025/26 Service Delivery and Budget Implementation Plan (SDBIP).
2. That the Executive Mayoral committee take note that the Service Delivery and Budget Implementation Plan and the Performance Agreements of the Municipal Manager and Directors, were made public in terms of Section 53(2)(a) and (b) of the MFMA.

3. That the item be referred to Council to take note of the approved SDBIP and Performance Contracts.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

Die Munisipale Bestuurder, Mnr A de Klerk, word verskoon tydens die bespreking van Item 7.1.7 om 09:09.

Mnr L de Villiers verlaat die vergadering om 09:09.

7.1.7 PETITION RECEIVED FROM MR ALEXANDER PANZEK REGARDING THE DISMISSAL OF MS SOPHIA CLOETE (PARNEY)

File number / Verwysingsnommer: 4/9/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Legal and Administration – Ms S. Sanders

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the petition from Mr. Alexander Panzek and others as received on 30 June 2025.
2. That the Executive Mayoral Committee take note of the administration's reply to the petition.
3. That the item be referred to Council for consideration.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

Die Munisipale Bestuurder, Mnr A de Klerk sluit om 09:09 by die vergadering aan.

7.1.8 AANWYS VAN RAADSLEDE OP STATUTÊRE KOMITEES, SALGA WERKSGROEPE, SAKEKAMERS, BESIGHEIDSFORUMS, DRANKLISENSIE TRIBUNAAL EN ANDER INSTANSIES – BEËINDIGING VAN VOORMALIGE RAADSLID IT MANGALISO AS RAADSLID VAN DIE PATRIOTIC ALLIANCE (PA)

File number / Verwysingsnommer: 3/4/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste en Administrasie – Mev Sarah Sanders

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die goedgekeurde lys met betrekking tot die aanwys van Raadslede op Statutêre Komitees, SALGA werksgroepe, sakekamers, besigheid forums, dranklisensie tribunaal en ander instansies.

2. Dat die Uitvoerende Burgemeesterskomitee aanbeveel dat Raadslid Jennifer Hartnick aangewys word op die komitees, SALGA werksgroepe en ander instansies waaraan voormalige Raadslid IT Mangaliso toegeken was:
 - 2.1 Toegewysde Raadslid vir Wyke 1 – 9
 - 2.2 Sweep van die Patriotic Alliance
 - 2.3 Komitees:
 - 2.3.1 Korporatiewe Bestuur
 - 2.3.2 Finansiële Dienste
 - 2.3.3 Tegniese Dienste
 - 2.3.4 Ontwikkelingsbeplanning
 - 2.3.5 Gemeenskapsdienste
 - 2.4 Municipal Public Accounts Committee (MPAC)
 - 2.5 Ander Instansies
 - 2.5.1 Consolidated Pension Fund (CPF), Local Authority Retirement Fund (LARF), SALA Pensioenfonds, Pensionfonds vir Raadslede, Samwu Voorsorgfonds (Secundi)
 - 2.5.2 SAPS (Prioritiserings van misdaad) SCTA en GOKOK Polisiëringsforum – Albertinia (sekundi)
 - 2.5.3 Albertinia Versorgingsdienste (sekundi)
 - 2.6 Klinieke (Primary Health Care Facilities Committees)
 - 2.6.1 Albertinia (sekundi)
3. Dat 'n lys van alle toewysings van Raadslede deur die Administrasie opgestel word en binne sewe dae na goedkeuring van hierdie item aan die volle Raad versprei word.
4. Dat die verskeie organisasies dienooreenkomstig in kennis gestel word van die gewysigde toewysings.
5. Dat die item na die Raad verwys word.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.9 DESIGNATION AS A FULL-TIME COUNCILLOR: THE APPOINTMENT OF CHAIRPERSON OF SECTION 79A COMMITTEE (MUNICIPAL PUBLIC ACCOUNTS COMMITTEE) – HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 3/4/1/1/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Legal & Administration Services – Mrs S Sanders

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the correspondence received on 04 February 2025 by the Ministry of Local Government, Environmental Affairs & Development Planning.
2. That the Executive Mayoral Committee take note that the Section 12 Establishment Notice of Hessequa Municipality has been amended to designate the Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) as a full-time Councillor.
3. That the Executive Mayoral Committee recommend the appointment of Cllr Johannes Hartnick as Chairperson of the Section 79A Committee (Municipal Public Accounts Committee) at an annual total remuneration package of R 714 128.00 (seven hundred and fourteen thousand one hundred and twenty-eight rand).
4. That the Executive Mayoral Committee take note that sufficient budget has been provided.
5. That the appointment of the full-time Councillor as intended in recommendation 3 above, be subject to the ratification of the Ministry of Local Government, Environmental Affairs and Development Planning.
6. That the implementation date for the appointment and proposed remuneration of the full-time Councillor be determined after consultation with the Minister.
7. That the Executive Mayoral Committee take note of the need for office space and tools of trade to accommodate the full-time Councillor.
8. That the report be submitted to Council for final approval.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.1.10 VERHURING VAN 'N GEDEELTE (ONGEVEER 3000 VK.M) VAN ERF 238, STILBAAI OOS AAN DIE STILBAAI SKIETKLUB

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee die verhuring van 'n gedeelte (ongeveer 3000 vk.m) van Erf 238, Stilbaai Oos vir 'n periode van 9 jaar en 11 maande aan die Stilbaai Skietklub verhuur onderhewig aan aanbevelings 2-7.
2. Dat die voorneme om 'n gedeelte (ongeveer 3000 vk.m) van Erf 238, Stilbaai Oos vir 'n periode van 9 jaar en 11 maande aan die Stilbaai Skietklub te verhuur, in die plaaslike koerant geadverteer word vir publieke insette en dat die Provinsiale en Nasionale Tesourie genader word vir kommentaar.
3. Dat die huurbedrag R600.00 (BTW uitgesluit) per jaar beloop en dat die huurbedrag jaarliks met 8% eskaleer.
4. Dat die huurder ingevolge die Raad se goedgekeurde tariewe kwalifiseer vir 50% korting op die beskikbaarheidstariewe van die volgende dienste naamlik water, riolering en vullisverwydering.

5. Dat die huurder verantwoordelik is vir die betaling van waterverbruik sowel as die beskikbaarheid en verbruik van elektrisiteit.
6. Dat die huurder verantwoordelikheid neem vir die interne en eksterne instandhouding en herstelwerk aan die gebou en infrastruktuur op die eiendom.
7. Dat indien daar geen besware ontvang word teen die voorgenome verhuring van die eiendom nie, die huidige maand tot maand huurkontrak gekanselleer word waarna die 9 jaar en 11 maande huurkontrak gesluit kan word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.11 PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER 2025/JANUARIE 2026 VAKANSIE PERIODE EN VERSOEK VIR DONASIE VAN CHALET AS PRYS VIR LOOTJIE PROJEK – PREEKSTOEL KAMPEERDERS ASSOSIASIE

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die Preekstoel Kamp Komitee se voorgenome Fees Program vir Desember 2025/Januarie 2026.
2. Dat die Preekstoel Kamp Komitee hul volledige Besigheidsplan sal opstel en indien vir die Komitee se oorweging.
3. Dat die Komitee die versoek vir die gratis beskikbaarstelling van 'n Chalet te Preekstoel Karavaanpark as prys, ondersteun en aanbeveel vir goedkeuring deur die Uitvoerende Burgemeesterskomitee en Raad.
4. Dat 'n A – Tipe Chalet vir die doel, buite seisoen gedurende die 2025/26 finansiële jaar, en met vooraf kennisgewing en bespreking deur die wenner van die lootjie, beskikbaar gestel word aan die Preekstoel Kamp Komitee en die kamp reëls van toepassing sal wees.
5. Dat kennis geneem word dat die waarde van die gratis beskikbaarstelling van 'n Chalet aan die Preekstoel Kamp Komitee, R2 200 sal beloop.
6. Dat die prys/gratis beskikbaarstelling is nie oordraagbaar nie en slegs vir die 2025/26 finansiële jaar geldig sal wees.
7. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.12 UITBREIDING VAN WATER TARIEF VAN TOEPASSING OP “OLD AGE HOMES/SCHOOLS/SPORTS CLUBS”

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee aanbeveel dat die kleinboergroepe wat munisipale meentgronde huur, terugwerkend vanaf **1 Februarie 2025 tot 30 Junie 2025** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2024/2025							
WATER TARIFFS	Unit	Tariffs 2023/2024		TARIFF CODE	Tariffs 2024/2025		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
9. INFORMAL HOUSING							
Pillar taps	per month	43.00	49.45	BW16	45.00	51.75	4.7%
10. OLD-AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER 7.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	8.64	9.93	WA07	9.15	10.52	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	9.83	11.30	WA07	10.41	11.97	5.9%
10.3 Water consumption: > 90 kl	per kl	12.24	14.08	WA07	12.96	14.91	5.9%

2. Dat die Uitvoerende Burgemeesterskomitee goedkeuring verleen dat die kleinboergroepe wat munisipale meentgronde huur, vanaf **1 Julie 2025 tot 30 Junie 2026** aangeslaan word vir waterverbruike gebaseer op die onderstaande tariewe soos gemerk in geel:

 HESSEQUA MUNICIPALITY FINAL WATER TARIFFS 2025/2026							
WATER TARIFFS	Unit	Tariffs 2024/2025		TARIFF CODE	Tariffs 2025/2026		PERCENTAGE INCREASE
		VAT excluded Rand	VAT included Rand		VAT excluded Rand	VAT included Rand	
8.5.4 Water consumption: 41 - 50 kl	per kl	15.77	18.14	prepaid	16.70	19.21	5.9%
8.5.5 Water consumption: 51 - 70 kl	per kl	18.50	21.27	prepaid	19.59	22.53	5.9%
8.5.6 Water consumption: > 70 kl	per kl	22.30	25.64	prepaid	23.61	27.16	5.9%
9. INFORMAL HOUSING							
Pillar taps	per month	45.00	51.75	BW16	47.00	54.05	4.4%
10. OLD-AGE HOMES / SCHOOLS / SPORTS CLUBS							
BASIC - AS PER 7.1	per month						
10.1 Water consumption: 1 - 70 kl	per kl	9.15	10.52	WA07	9.69	11.14	5.9%
10.2 Water consumption: 70 - 90 kl	per kl	10.41	11.97	WA07	11.02	12.68	5.9%
10.3 Water consumption: > 90 kl	per kl	12.96	14.91	WA07	13.73	15.79	5.9%

3. Dat die Bestuurder: Eiendomsbestuur 'n begrotings inset indien vir die uitbreiding van die water verbruikers kategorie, **nommer 10** (Old Age Homes/Schools/Sports Clubs) vir oorweging deur die Raad as deel van die begrotings insette vir die 2026/2027 finansiële jaar se begroting.
4. Dat die item na die Raad verwys word vir oorweging.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.1.13 HESSEQUA KAMPE – KAMPE TARIEWE ITEM – MAAND STAAN KAMPEERDERS

File number / Verwysingsnommer: 7/6/B

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die toevoeging van die onderstaande kortings tot die 2025/2026 tariewe lys, **goedkeur**, welke van toepassing sal wees op die dagtarief vir kampeerders wat vir **30 – 90 aaneenlopende nagte** in een van die onderstaande se karavaanparke, kampeer, met effek 1 Augustus 2025:

Jongensfontein karavaanpark:

- Korting = 68%

Ellensrust karavaanpark:

- Korting = 70%

Preekstoel karavaanpark:

- Korting = 75%

Witsand Middelkamp

- Korting = 75%

2. Dat die maand tariewe vir staanplekke in die Raad se karavaanparke soos goedgekeur deur die Raad en vervat is in die 2025/2026 tariewe lys, slegs van toepassing sal wees wanneer kampeerders staanplekke bespreek vir 'n **kalendermaand** (vanaf die eerste dag tot die laaste dag van die betrokke maand), vooruitwerkend vanaf 1 Augustus 2025.
3. Dat die kortings soos uiteengesit onder aanbeveling nommer 1 van toepassing sal wees indien kampeerders staanplekke bespreek vir 30 – 90 aaneenlopende nagte en dat die korting persentasie toegepas sal word op die dag tarief soos vervat in die Raad se goedgekeurde tariewe lys vir die betrokke finansiële jaar.
4. Dat die kampeerders slegs vir een tipe korting soos uiteengesit in die Raad se tariewe lys kwalifiseer en dat in gevalle waar kampeerders vir twee tipes korting kwalifiseer, die hoogste moontlike korting persentasie waarvoor die kampeerder kwalifiseer, aan hom/haar toegestaan word.
5. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.14 WYSIGING VAN DIE MUNISIPALE KODE – VOORNEME OM DIE VERORDENING INSAKE GRONDBEPLANNING EN SONERINGSKEMA TE HERSIEN

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die hersiening van die volgende verordeninge ondersteun en aanbeveel vir goedkeuring deur die Raad:
 - 1.1 Verordening insake Grondbeplanning, 2015
 - 1.2 Verordening insake Soneringskema, 2018
2. Dat die eerste konsep gewysigde verordeninge in 'n werkswinkel aan die Raad voorgehou sal word.
3. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling nommer 2, gepubliseer word vir die publiek se kommentaar en insette.
4. Dat die Item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.2 FINANSIËLE DIENSTE

7.2.1 PROCUREMENT PLAN FOR THE 2025/2026 FINANCIAL YEAR

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance:

Mr. R.A. Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the minutes of the Demand Management Committee to ultimately compile the procurement plan for the 2025/2026 financial year.
2. That the Executive Mayoral Committee also note that the procurement plan may be amended on request from the responsible officials during the course of the financial year, but the Executive Mayoral Committee will be notified of such amendments through reports submitted by the Manager: SCM, Assets & Insurance as considered by the Demand Management Committee.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.2 VOORRAAD OPNAME 2024/2025

File number / Verwysingsnommer: 5/3/2

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Hoofklerk – Uitgawes: Mnr D Adams

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die voorraad opname wat gedoen is by al die Raad se store gedurende die tydperk 24 Junie 2025 tot 27 Junie 2025.
2. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat behoorlike registers bygehou was, wat aantoon watter voorraad voorhande moet wees en wat die waarde van die voorraad items is.
3. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat geen tekorte of surplusse gevind is by enige een van hierdie store nie.
4. Dat die Uitvoerende Burgemeesterskomitee die ses en dertig (36) items soos vervat in Aanhangsel A ten bedrae van R62 569.04 aanbeveel vir afskrywing.
5. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.2.3 WITHDRAWALS FROM BANK ACCOUNT – QUARTER ENDED 30 JUNE 2025

File number / Verwysingsnommer: 5/15/R

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager Expenditure – Mrs A Carelse

RESOLUTION / BESLUIT

That the withdrawals from the bank account for the quarter ended 30 June 2025 be noted.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.4 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – JUNE 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for June 2025, be approved.
2. That the reasons given for deviations, be approved.

3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 30 June 2025.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 30 June 2025.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.5 CAPITAL BUDGET SPENDING UP TO 30 JUNE 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending up to June 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.6 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 30 JUNE 2025

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2024/2025-financial year and implementation thereof as of 30 June 2025.
2. That the Executive Mayoral Committee take note that there is a 0% deviation from the plan as at 30 June 2025.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.7 REPAIRS & MAINTENANCE SPENDING UP TO 30 JUNE 2025

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 30 June 2025.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.8 AFSKRYWING VAN LOS BATES 2024/2025

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Voorsieningskanaalbestuur, Bates & Versekering: Mnr R Bent

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die los bates (291) ten bedrae van R433 791.21 op **Bylae A** wat afgeskryf word.
2. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die los bates (28) ten bedrae van R20 152.79 op **Bylae B** wat afgeskryf word.
3. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die bates wat afgeskryf word (**Bylae A & B**) van die Raad se Bateregister verwyder word.
4. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die afgeskryfde los bates op **Bylae A** later op 'n openbare veiling verkoop word of mee weggedoen word as "Ewaste" soos aangedui.
5. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl GL Boezak

7.2.9 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF JUNE 2025

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of June 2025.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as of June 2025.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.10 CONTRACT NO: HES-FIN 01/2425 – THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS TO HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 8/1

Item date / Item datum: 30 July 2025

Report by / Verslag deur: Manager: Expenditure - Mrs. A Carelse

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the National Treasury's views and recommendations under contract HES-FIN 01/2425 for THE PROVISIONING OF COMMERCIAL BANKING SERVICES FOR A PERIOD OF FIVE (5) YEARS to Hessequa Municipality from 01 July 2025 to 30 June 2030.
2. That the Executive Mayoral Committee considered the amendments to the contract and support and recommend the addendum.
3. That the item be referred to Council to ensure a resolution in which:
 - 3.1 It approves the addendum to the contract; and
 - 3.2 It authorises the municipal manager to sign the addendum on behalf of the municipality.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.11 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – JUNE 2025 – 4TH QUARTER

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting- R.R Erasmus

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 4th quarter of the 2024/2025 financial year.
2. That the report be submitted to National and Provincial Treasuries as required.
3. That the Quarterly Budget Monitoring (Section 52) Report be submitted to Council for approval.
4. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr GL Boezak

7.2.12 PROGRESS REPORT AND ACTION PLAN ON AUDIT FINDINGS 30 JUNE 2024 (JUNE 2025)

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Director Financial Services – Gerard Goliath

RESOLUTION / BESLUIT

That the progress in addressing the 2023/24 audit findings as at 30 June 2025 be noted.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.3 ONTWIKKELINGSBEPLANNING

7.3.1 OORWEGING VAN ADMINISTRATIEWE BOETE VIR ONGEMAGTIGDE BOUWERK OP GEDEELTE 52 VAN DIE PLAAS PORT BEAUFORT NO. 484.

File number / Verwysingsnommer: 15/4/3/5

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Boubeheer – Mnr C Hamman

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die administratiewe boete van R143 042,80, wat aan Mnr Lood Van Deventer opgelê is, met 50% verminder weens:
 - 1.1 Tydsverloop weens die Beplannings aansoeke en ooreenkoms oor die bydrae tot die konstruksie van die toegangspad.
2. Dat die item na die Raad verwys vir goedkeuring.

Voorstel Rdl HJ Saayman, sekondant Rdl GL Boezak

7.3.2 CONSIDERATION OF AN AMENDMENT TO THE CONDITIONS OF THE SALES AGREEMENT APPLICABLE TO THE REMAINDER OF ERF 1349 AND ERF 1346, STILBAAI-EAST, HESSEQUA MUNICIPALITY (STILBAAI DUNES DEVELOPMENT)

File number / Verwysingsnommer: 5/5/3

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Director Development Planning: Mr. HS Visser

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee recommend the approval of the request of PlanServ (Pty) Ltd, on behalf of Mr. N.S. Viljoen, the registered owner of the Remainder of Erf 1349 and Erf 1346, Stilbaai-East, for an amendment to the conditions of the sales agreement between the developer and the Hessequa Municipality as follows:
 - 1.1 The removal of two squash courts and saunas from the sales agreement.
2. That after the issuing of 25 occupational certificates for the resort units, the Developer must construct Phase I of the recreational facilities.
3. That the Developer submit a development plan for Phase I of the recreational facilities within 60 days of this approval to the municipality for consideration.
4. That the above decision be added to the original Sales Agreement as an Addendum to the agreement.
5. That the Developer be responsible for the costs of drafting this Amendment.
6. That this approval does not constitute an approval of the amended Site Development Plan.
7. That the Executive Mayoral Committee take note and recommend the following additions to the agreement.
8. That the Developer submits a development plan for the phasing of the recreational facilities and the 50 resort units within 60 days of this approval to the municipality for consideration.
9. That the Executive Mayoral Committee recommend this phased plan must clearly set out the time frames for the implementation of the recreational facilities together with the resort units for example, 10 x resort units = multi-purpose centre, 5 x resort units= swimming pool, etc.
10. That the item be referred to Council for final approval.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.3.3 SECTION 79 APPEAL: MYRA PRINSLOO – REMAINDER OF PORTION 60 OF THE FARM, PLATTE BOSCH NR. 485

File number / Verwysingsnommer: 15/4/2/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Paul Louw – Manager: Town Planning

RESOLUTION / BESLUIT

That the item be referred back for an on-site inspection.

Proposer Cllr HJ Saayman, seconded Cllr GL Boezak

7.4 GEMEENSKAPSDIENSTE

7.4.1 AANKOOP/HUUR VAN ERF 2027, MULDERSTRAAT, RIVERSDAL VIR DIE VESTIGING VAN DIE HESSEQUA BRANDWEER BASIS

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder Beskermingsdienste – Channell Swartz

RESOLUTION / BESLUIT

1. Dat die Komitee in beginsel goedkeuring verleen dat die Direkteur Gemeenskapsdienste en die Bestuurder: Beskermingsdienste in oorleg met die Bestuurder: Eiendomsbestuur die onderhandelings met die verteenwoordigers van die Garden Route Distriksmunisipaliteit fasiliteer, ten einde Erf 2027, Mulderstraat, Riversdal as eerste opsie aan te koop, maar as alternatiewe opsie te huur.
2. Dat daar gepoog word om die onderhandelings te finaliseer teen 30 November 2025 en dat daar 'n begrotingsinset vir die verwante kostes om die eiendom aan te koop/te huur ingedien word by die Begrotingskantoor.
3. Dat die item voorgelê word aan die Raad vir oorweging.
4. Dat nadat die onderhandelings gefinaliseer is, die Raad per item ingelig word oor die uitkoms van die onderhandelings.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

7.4.2 IMPLEMENTATION OF FIRST HOME FINANCE (FHF) IN THE MELKHOUTFONTEIN WEST HOUSING PROJECT

File number / Verwysingsnommer: 17/5/1/2/6/2

Meeting date / Vergadering datum: 30 July 2025

Report by / Verslag deur: Housing Official – AR Mohammed

RESOLUTION / BESLUIT

1. That the Committee take note of the housing typologies, as well as the associated costs and initial selling prices of houses in the Affordable Housing segment (FHF) of the Melkhoutfontein Housing Project.
2. That the Committee support the waiving of the following municipal cost that could have an impact on the final price per unit:
 - Electrical connection cost
 - Water connection cost
 - Sewer connection cost
 - Building fee cost per unit
 - Marketing: Sales administration costs
3. That the housing department proceed with all marketing and information sessions in Melkhoutfontein for people in the income bracket R7001-R22 000.

4. That ASLA provide a detailed Rollout/Implementation Plan for the Affordable Housing part of the Melkhoutfontein Housing Project.
5. That the item be referred to the Council for final approval.

Proposer Cllr GL Boezak, seconded Cllr HJ Saayman

7.5 ITEMS VIR KONDONERING

7.5.1 VIR KONDONERING: VERHURING VAN 'N GEDEELTE (100 VK.M) VAN ERF 217, STILBAAI OOS EN 'N GEDEELTE (100 VK.M) VAN ERF 657 STILBAAI WES AAN MAST SERVICES

File number / Verwysingsnommer: 7/2/1/2/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A.W Kleynhans

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 2 Julie 2025, as volg:

1. Dat 'n gedeelte (ongeveer 100 vk.m) van Erf 217 Stilbaai Oos en 'n gedeelte (ongeveer 100 vk.m) van Erf 657, Stilbaai Wes nie benodig word vir die lewering van basiese munisipale dienste ingevolge artikel 14 (1) en (2) van die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003) nie.
2. Dat die Komitee die aspekte ingevolge Regulasie 36 van die Munisipale Bate Oordragsregulasies oorweeg het.
3. Dat goedkeuring verleen word vir die verhuring van 'n gedeelte (ongeveer 100 vk.m) van Erf 217 Stilbaai Oos en 'n gedeelte (ongeveer 100 vk.m) van Erf 657, Stilbaai Wes aan MAST services vir 'n periode van 9 jaar en 11 maande vanaf 1 Julie 2025 – 31 Mei 2035.
4. Dat MAST services verantwoordelik is om die volgende huur bedrae aan Hessequa Munisipaliteit te betaal ten opsigte van 'n gedeelte (ongeveer 100 vk.m) van Erf 217, Stilbaai Oos:

FINANSIËLE JAAR	MAANDE	JAARLIKSE HUURBEDRAG (BTW INGESLUIT)
2025/2026	12	165 555,41
2026/2027	12	178 799,84
2027/2028	12	193 103,83
2028/2029	12	208 552,14
2029/2030	12	225 236,31
2030/2031	12	243 255,21
2031/2032	12	262 715,63
2032/2033	12	283 732,88

2033/2034	12	306 431,51
2034/2035	11	303 367,19
119		2 370 749,95

5. Dat MAST services verantwoordelik is om die volgende huur bedrae aan Hessequa Munisipaliteit te betaal ten opsigte van 'n gedeelte (ongeveer 100 vk.m) van Erf 657, Stilbaai Wes:

FINANSIËLE JAAR	MAANDE	JAARLIKSE HUURBEDRAG (BTW INGESLUIT)
2025/2026	12	165 555,41
2026/2027	12	178 799,84
2027/2028	12	193 103,83
2028/2029	12	208 552,14
2029/2030	12	225 236,31
2030/2031	12	243 255,21
2031/2032	12	262 715,63
2032/2033	12	283 732,88
2033/2034	12	306 431,51
2034/2035	11	303 367,19
119		2 370 749,95

6. Dat MAST services verantwoordelik is vir die betaling van die beskikbaarheid en die verbruik van elektrisiteit by beide die verhuurde eiendomme.
7. Dat Nasionale en Provinsiale Tesourie skriftelik in kennis gestel word van die hernuwing van die huurkontrakte.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.5.2 VIR KONDONERING: IMESA (INSTITUUT VIR MUNISIPALE INGENIEURSWESE VAN SUIDER-AFRIKA) KONGRES 29-31 OKTOBER 2025 TE OOS LONDEN

File number / Verwysingsnommer: 12/2/1/1

Meeting date / Vergadering datum: 30 Julie 2025

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 21 Julie 2025, as volg:

1. Dat Mnr. R. Manho en Rdl. B. Van Noordwyk die IMESA (Instituut vir Munisipale Ingenieurswese van Suider-Afrika) kongres in Oos Londen vanaf 29-31 Oktober 2025

bywoon en die koste gefinansier word uit posnommers 691023051101GTPIZZWM en 211023051101GTPIZZWM onderskeidelik (2025/26 finansiële jaar).

2. Dat betalings met betrekking tot akkommodasie gemaak sal word uit posnommers 691023057601GMRCZZWM en 211023057601GMRCZZWM onderskeidelik (2025/26 finansiële jaar).
3. Dat voldoen word aan die "Cost Containment Policy" soos goedgekeur op 25 Mei 2022, rakende kongres- en akkommodasie fooie.
4. Dat Mnr. R. Manho 'n verslag aan die Munisipale Bestuurder voorlê wat betref reëlins in sy onderskeie afdelings tydens sy afwesigheid.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

Die vergadering verdaag om 09:40.

.....
GOEDGEKEUR

.....
DATUM

9. SAKE VIR BESPREKING

9.1 STILBAAI TELEMETRY PLAN

File number / Verwysingsnommer: 16/1R

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Head: C, S & Fleet Management – Mr. S. Block

PURPOSE OF REPORT / DOEL VAN VERSLAG

That Council note the Stilbaai Telemetry Implementation Plan, progress made to date, and the target dates for completion.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Hessequa Municipality has embarked on the phased implementation of a modern telemetry system to improve the monitoring and management of water and sanitation infrastructure.

The project involves the installation of Sentinel telemetry units, flow meters, and level sensors, connected through a dedicated LoRaWAN communication network and managed via the Matter Titan platform. This platform provides real-time data on reservoirs, pump stations, and treatment works, thereby reducing delays in fault detection and improving service delivery.

Pilot installations in Stilbaai, Jongensfontein, and Melkhoutfontein have been completed. These sites are already delivering operational data to a centralised dashboard with enhanced visualisation, including system interconnections and status indicators.

Planned improvements include:

- Dashboard enhancements with colour-coded alerts and system views.
- Tiered alarm notifications to operators via WhatsApp (by **December 2025**).
- Staff training and system familiarisation to ensure sustainability.
- Provision for future expansion, including additional monitoring sites and hardware/software upgrades.

The project is on track for full implementation, with installation, configuration, and commissioning scheduled for completion by **30 June 2026**.

The item served at the **Technical Service Portfolio Committee** meeting of **10 September 2025** with the following recommendations.

- “1. That the Committee note the progress made on the Stilbaai Telemetry Implementation Plan.*
- 2. That the target date of 30 June 2026 for full installation, configuration, and commissioning be confirmed.*
- 3. That the item be tabled at the next Council meeting for noting.”*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025**, and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

The outcomes of this project improve the pro-active risk control environment. The recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note the progress made on the Stilbaai Telemetry Implementation Plan.
2. That the target date of 30 June 2026 for full installation, configuration, and commissioning be confirmed.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Technical Services: Mr RW Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Yes



ABSTRACT

Using the platform, the municipality is digitising reservoirs, pump stations, and treatment works to enable real-time monitoring, proactive alerts, and data-driven decision-making.

September 2025

TELEMETRY IMPLEMENTATION PLAN

Stephan Block
Head: Compliance, Stores & Fleet Management

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1 Introduction

Maintaining the health and efficiency of a water network is a complex undertaking, relying on both continuous monitoring of infrastructure and the strategic use of available data. This task is often complicated by legacy water infrastructure having limited to no native monitoring capabilities, as well as the remote locations and rugged terrain where infrastructure assets are typically situated adding to the challenge.

Hessequa Municipality is implementing a phased telemetry plan to modernise the management of its water and sanitation infrastructure. The initiative is centred on the deployment of the Matter Titan platform, which integrates sensor technology, IoT communication networks, and a cloud-based analytics interface. This system enables continuous monitoring of reservoirs, pump stations, and treatment works, addressing long-standing challenges with legacy infrastructure, fragmented monitoring, and delayed fault detection.

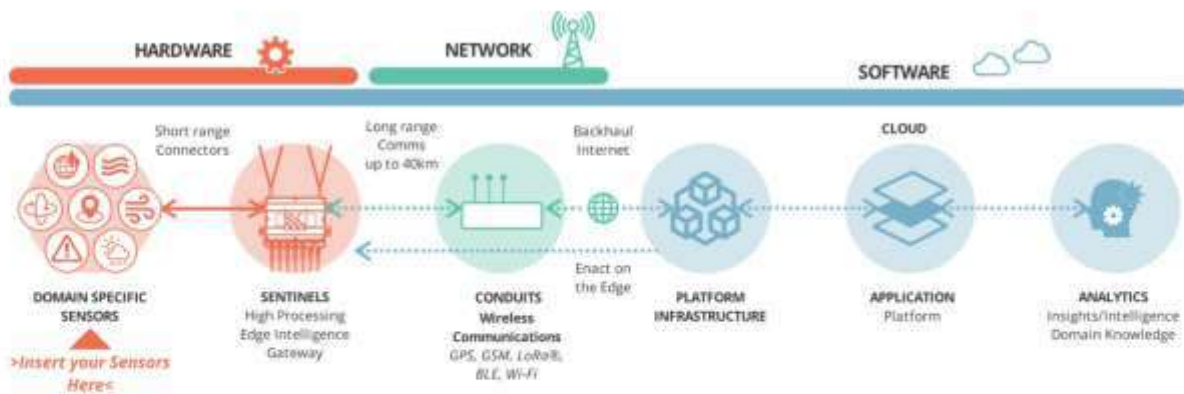
Current installations in Stilbaai, Melkhoutfontein, and Jongensfontein provide real-time operational data through Sentinel devices, flow meters, and level sensors connected via a dedicated LoRaWAN network. These installations now support centralised dashboard visualisation and reporting.

The project scope includes user interface enhancements, such as colour coded operational indicators and alerts, as well as system views to reflect interconnected infrastructure. Alerts and alarms will be introduced by December 2025, with notifications delivered via WhatsApp to ensure immediate response capability. Provision has been made for additional monitoring sites, hardware and software upgrades, and staff training.

All role players are working towards the final completion date of 30 June 2026, by which time full installation, configuration, and commissioning of the telemetry system will be achieved. Provision for this implementation has been included in both the Capital and Operational budgets.

2 Remote Monitoring Solutions

Using a proprietary technology stack specifically designed to unlock the data that runs water networks and stands up to the aforementioned challenges.



2.1 Hardware Layer

Matter's proprietary smart edge hardware, Sentinel4 Smart Gateway ("**Sentinel**"), is designed to integrate with OEM sensory devices and allow for the required monitoring metrics to be captured and ingested into our data analytics platform.



2.2 Network Layer

Matter custom designs and deploys IoT data networks to enable the data unlocked by our Sentinels to be transmitted to our data analytics platform. We utilise a narrow band network protocol (LoRa) to cost effectively provide coverage to monitoring sites. A broadband link is then built to connect to the world wide web and our cloud-based data analytics platform. The entire network is designed to operate in remote terrain and is operated by Matter.

2.3 Software Layer

The software runs across the complete technology stack to ensure end-to-end solution integration. Once monitoring metrics are ingested into our proprietary cloud-based analytics platform these metrics are analysed and interpreted allowing them to then be visualised at <https://hessequa.matter.inc>.

2.4 Data Network for Stilbaai

A bespoke data network has been designed to connect to each of the selected asset monitoring sites. LoRaWAN is an official standard of the International Telecommunication Union (ITU-T

Y.4480). It can most simply be described as a Low Power, Wide Area (LPWA) networking protocol designed to wirelessly connect battery operated devices to the internet in regional, national or global networks, and targets key Internet of things (IoT) requirements such as bi-directional communication, end-to-end security, mobility and localisation services. The low power, low bit rate, and IoT use distinguish this type of network from a wireless WAN that is designed to connect users or businesses, and carry more data, using more power.

The network design process undertaken utilised detailed mapping technology to determine the most suitable locations to place network nodes so as to ensure reliable and suitably strong connectivity to each selected asset monitoring site. We view our client engagements as a long-term partnership and consequently we design our networks with scalability in mind, to minimise the cost of adding further monitoring sites to the project in the future as desired by Hessequa.

The LoRaWAN network designed for Stilbaai operates on an independent node configuration. Each network node functions autonomously, with each acting as an individual data transmission unit. They do not interconnect with each other, thereby ensuring that each node can independently receive data from Sentinel4 Smart Gateways and forward it directly to the cloud thus emphasizing directness and simplicity.

In the case of the Stilbaai area, three network nodes was deployed to provide coverage as set out below:



2.5 Reservoir Hardware

All reservoirs have water level and flow monitored. Each site has at least one Sentinel deployed with a level transducer and tied into an flow meter that can produce electronic signals.

the level transducer sends a signal to the Sentinel conveying the depth of water in the reservoir. Similarly the flow meter, which is connected to the outflow pipe, sends a signal conveying the flow rate out of the reservoir. Collectively, both data points will then be transmitted from the Sentinel via the network to the cloud-based platform every 10 (ten) minutes.

2.6 Pump Hardware

All pumps will have pump status (on/off) monitored. To do so, each site will have one Sentinel deployed to it accompanied with a current transducer that is connected to the Sentinel. The current transducer sends a signal conveying the current being drawn by the pump from which the Sentinel will determine if the pump is on or off.

2.7 Software

The data collected at site and transmitted via the network will be visualised on the “**Hessequa Platform**” available at <https://hessequa.matter.inc>. The Hessequa Platform was commissioned in March 2024 and will act as the primary interface for the duration of the project.

3 Project Installation

3.1 Hessequa Titan

“**Hessequa Titan**” refers to the specific implementation of Matter's proprietary Titan Platform for the Hessequa Local Municipality.

The overarching objective of the project is to identify, equip, and monitor twenty-three (23) metrics across various site locations in Stilbaai. Initially, a list of 30 potential sites was targeted, comprising a mixture of reservoirs and pumps, for consideration. Between March 6-8, 2024, Matter conducted surveys at 27 sites to gather pertinent information, noting that a monitoring metric is defined as a single type of data (e.g., Pump Status – On/Off, Level, or Flow).

Leveraging both the comprehensive survey findings and a dedicated site selection tool provided by Matter, the Hessequa team finalized the list of 23 monitoring metrics for inclusion in the project scope. This crucial step allowed Matter to proceed with the IoT system design and present a final proposal for Hessequa’s approval, targeting a project completion timeline of June 30, 2024.

3.2 Current Installations

As of June 20, 2024, a Consolidated Installation Report for 14 sites has been officially issued. All installed sites utilize the LoRaWAN transmission protocol for data communication.

The currently installed sites and their enabled monitoring metrics are as follows:

- **Reservoir Sites (Level & Outflow Monitoring):**

- SB Platbos Reservoir
 - SB Dunes Reservoir
 - SB Toerelle Reservoir
 - SB Jongensfontein Reservoir
 - SB East Reservoir
 - SB Preekstoel Reservoir
 - SB Golfbaan Reservoir
 - SB MHF Upper Reservoir
 - MHF Lower Reservoir
- **Pump Station Sites (Pump State On/Off Monitoring):**
 - SB Preekstoel Booster Pump Station
 - SB Sewer PS 5 (Pump)
 - SB Sewer PS 1 (Pump)
 - SB Sewer PS 3 (Pump)
 - SB Jongensfontein Sewer PS (Pump)

For reservoir sites, monitoring involves at least one Sentinel, a level transducer, and either integration with an existing compatible flow meter or the provision of a new flow meter by Matter. At specific sites like Jongensfontein, MHF Lower, Platbos, SB East, and SB Preekstoel, two Sentinels are required due to the significant distance between the reservoir structures and the flow meters, as flow meter signals are highly sensitive to electronic interference over long distances. New flow meters were supplied by Matter for sites such as Jongensfontein, Platbos, SB Dunes, SB East, SB Preekstoel, and SB Toerelle, where existing meters were absent or incompatible with remote monitoring solutions, with the installation responsibility for these new meters falling to the Hessequa team.

For pump sites, a single Sentinel is deployed along with a current transducer to accurately determine the pump's on/off status. Power at most sites is supplied by SetSolar 50Wp solar panels.

A bespoke LoRaWAN data network has been meticulously designed and deployed specifically for the Hessequa area to ensure robust connectivity for each selected asset monitoring site. This network is supported by three strategically located network nodes:

- **Stilbaai Wes Node:** A co-located high site situated at -34.368910°, 21.391197°.
- **Stilbaai Oos Node:** A co-located high site located at -34.366629°, 21.421156°.
- **Jongensfontein Node:** A standalone high site positioned at -34.421067°, 21.330572°.

The Stilbaai Wes and Oos nodes are installed on existing telecommunications masts, while the Jongensfontein node is a standalone site adjacent to the Jongensfontein Reservoir, drawing power from an existing electrical distribution box on site. Matter is responsible for both the installation and ongoing maintenance of these network nodes.

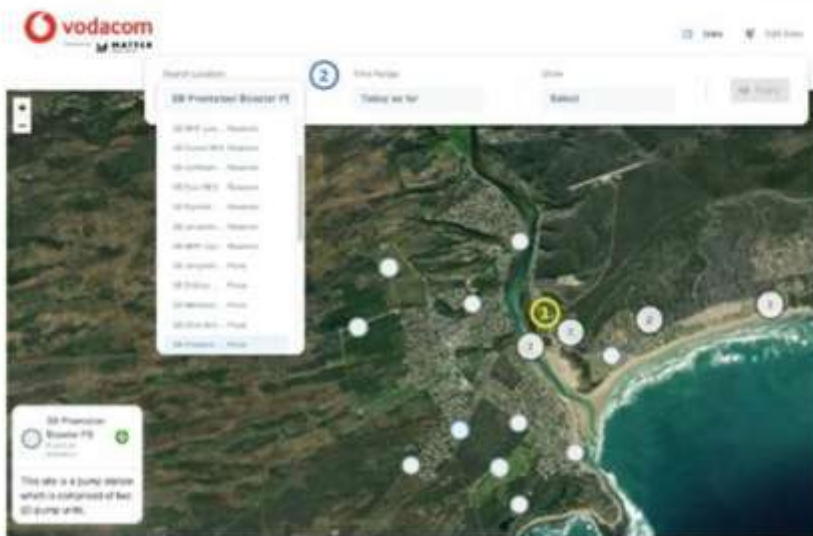
3.2.1.1 Pictures from Various Sites



4 User Interface Updates

The team (Technical Services and Contractor) is busy with an interactive dashboard that features dynamic visual cues, such as flashing red alarms and flashing orange alerts for critical and alert states, respectively. The current platform (image below) user interface (UI) offers limited client-specific personalization.

Hessequa Platform Landing Page



- The post login landing page provides an aerial overview of site locations and status (i.e. identified/ qualified/ disqualified/ under review)
- Individual dots represent individual site locations (e.g. a reservoir/reservoir cluster)
- Where sites are located near each other (e.g. Dunes Reservoir and Dunes Booster Pump), a numbered dot appears showing number of assets in area as per ①
- Users can navigate to an asset location either by i) clicking on the corresponding dot or by ii) selecting the desired asset and time range and clicking 'Apply' using the control bar shown in ②



AUGMENTED DECISION MAKING.

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The subsequent phase of UI development will incorporate the requested color-coded alert levels for each site. This enhancement is designed to promote sites with active issues, ensuring they are prominent and immediately draw focus to critical areas.

4.1 Operational State Indicators

Building upon the planned UI updates, operational state indicators will display color-coded alert levels to clearly communicate the status of each monitored asset. In addition, a state indicator will be incorporated into the UI to communicate the operational status of the monitoring system. This combination of status indicators will allow the user to determine if the monitored asset is working normally and whether the dates displayed is current and reliable for decision making.

The primary goal is to provide **immediate visual feedback** on the main dashboard, enabling all users, including senior management, to rapidly assess the status of reservoirs and pump stations.

An "area card" view which summarizes site data has been deployed. This presents a high-lead summary of current site status for the geographical area in view. This will be followed by implementation of standardized iconography showing site type in the geographical view, with incorporated color-coding.

4.2 Alerts & Alarms

The implementation of alerts and alarms before the **15 December 2025** as part of the monitoring platform.

4.2.1 Reservoir Alerts

- **Level-based alerts** to signal when selected critical levels are breached for a set duration, all to be delivered via WhatsApp. This requires specification of critical levels and breach durations for each reservoir, as the alert status of a reservoir is dependent on its size relative to typical, seasonally-adjusted demand in the supply area.
- Abnormal outflow rates alerts indicating unusually high consumption from storage. This will serve as alert to identify cause, which may include potential leaks or event-based spike in demand.

4.2.2 Pump Station Alerts

- **Pump status (Normal, On, Off) alerts** to provide remote indicator of whether the pumps on a site are operating normally. For this to be useful for operators it must extend beyond signalling if a pump is currently on /off. It will need to indicate if a pump is able to switch on and that it has switched on and off in the required pattern – frequency and duration of pumping over a monitoring period.
- **Pump storage level alerts** with similar functionality as described for reservoir alerts. For sewer pump stations a critical difference is the need to alert for overflow events in advance. This is either based on setting warning level so that there is still sufficient time for operators to get to the site to prevent overflow, or pairing alerts with remote manual stop-start pump control.
- **Pump runtime alerts** to indicate whether pumps on a site are properly cycling between duty and stand-by, and to monitor the accumulation of runtime for maintenance purposes.
- Advanced pump installation alerts for sites equipped with variable frequency drives (VFDs) for pump operations it will be possible to remotely review the VFD error state for compatible VFDs. This an alternative to the above where the VFD reports in these metrics, but extends to alerts indicating if the VFD itself is functioning normally.

4.2.3 Alert Notification Delivery

The primary method for delivering alarms and notifications is via **WhatsApp**. This ensures that all users, irrespective of their location or access to a computer, receive critical alerts promptly. Users will ask to provide consent for receiving these WhatsApp notifications.

4.3 System Views

The platform's development path includes moving beyond individual site monitoring to offer more aggregated "system views" that better reflect operational realities and interconnected infrastructure. While a comprehensive municipal-wide view can become overly complex and data-saturated, the plan is to enable users to "**zoom into**" **specific operational areas** (e.g., Stilbaai, Jongensfontein).

While our current primary focus is on robust monitoring and providing actionable insights, discussions have explored the potential for integrating with VSDs at pump stations for more advanced control capabilities. The platform will not replicate the function of a full Motor Control Centre (MCC) or SCADA, but rather to empower operators to remote start-stop control replicating the basic control they would have while on site.

4.4 On-Platform Reporting & Analytics

Hessequa Titan currently provides users with visibility into both current and historical data readings, as well as site observation reports. It also facilitates communication between Hessequa and Matter teams through an activity stream, allowing for comments that provide context on work undertaken, incidents resolved, or changes made at a site.

4.5 New Sites

The plan is to continue to add new sites for monitoring, until all sites are monitored. Therefore, provision is made for installation and monitoring of:

- level sensors;
- flow meter pulse readers;
- pump motor current transducer; and
- VFD interface (where applicable)

4.6 Recommended Site Upgrades

The existing installations include multiple sewer pump stations which are only equipped for monitoring of pump state (on/off). It is recommended that these sites be earmarked for upgrade to allow simultaneous monitoring of sump storage levels and, where possible, pump minimum critical control through interface with VFDs.

5 Target Date for Completion

All role players are working towards **30 June 2026** for the full installation, configuration, and commissioning of the telemetry system. Provision has been made on both the Capital and Operational budgets.

9.2 DISPOSAL OF REDUNDANT FLEET VEHICLES AND LOOSE ASSETS

File number / Verwysingsnommer: 5/17/2/3

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Head: C, S & Fleet Management – Mr. S. Block

PURPOSE OF REPORT / DOEL VAN VERSLAG

That Council approve that the redundant fleet vehicles, trailers, and movable assets be placed on the next public auction for disposal.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Hessequa Municipality maintains a fleet of vehicles to ensure optimal service delivery within the approved service standards. Vehicles are evaluated bi-annually to assess their economic life and running costs. When it is determined that a vehicle has reached the end of its economically useful life or its maintenance costs become uneconomical, disposal is considered. In the current evaluation, six vehicles meet these criteria due to high maintenance costs and operational inefficiency.

Table 1 consist of a list of the fleet vehicles and trailers that have been evaluated and recommended for disposal due to mechanical failure, structural damage, or uneconomical maintenance. These units have been decommissioned and are currently parked at the Riversdale Power Station.

Table 1

Asset Description	Reg Number	Year	Condition	Department	Comments
Nissan	CCC 5993	2006	Very Poor	Civil Services	Decommissioned and parked at the Power Station.
Nissan	CCC 5937	2005	Very Poor	Civil Services	Decommissioned and parked at the Power Station.
Mazda	CEG 265	1991	Very Poor	Civil Services	Decommissioned and parked at the Power Station.
Fiat Tractor	CCC 5439	1978	Very Poor	Civil Services	Decommissioned and parked at the Power Station.

Asset Description	Reg Number	Year	Condition	Department	Comments
Ford	CCC 2171	2009	Poor	Civil Services	Parked at the Power Station.
Ford	CCC 12845	1995	Very Poor	Civil Services	Decommissioned and parked at the Power Station.
Trailer	CCC 13182	2006	Very Poor	Civil Services	Decommissioned and parked at the Power Station.
Trailer	CEG 1278	2005	Very Poor	Civil Services	Decommissioned and parked at the Power Station.

The photographs and technical descriptions in the following table illustrate the physical and mechanical state of the listed assets. Issues include severe rust, broken gearboxes, faulty starters and alternators, and overall mechanical degradation rendering these units beyond economical repair.

Table 2: Photographs and description

Nissan (CCC 5993): Severe rust, faulty gearbox, poor engine condition	
---	--

Nissan (CCC 5937): Dented body, faulty gearbox, poor engine condition, faulty starter and alternator.



Mazda (CEG 265): Extensive rust, poor engine condition.



Fiat Tractor (CCC 5439), Poor engine condition, faulty clutch and brakes.



Ford (CCC 2171): Poor engine condition.



Ford (CCC 12845): Extensive rust, poor engine condition.



Trailers (CCC 13182, CEG 1278)



Concrete Mixers and Compactors

Barcodes: 12353, 16391, 09477, 16395, 09283 and 2712.





High Pressure Spouts
Barcodes: 11058, 10356 and 09476



	
Blower Mower Barcode: 14419	

The following items, from various municipal locations, have been identified as obsolete or non-functional and are no longer operationally required:

Table 3: Loose Assets

TOWN	ASSET DESCRIPTION	PICTURE	REASON FOR DISPOSAL
Riversdale	Wires (aluminium & copper), Wheels & Tyres		No longer needed or useful.

TOWN	ASSET DESCRIPTION	PICTURE	REASON FOR DISPOSAL
			
Heidelberg	Steel tanks with frames	 	No longer needed or useful
Heidelberg	Concrete structures Toilet (No doors)		No longer needed or useful

TOWN	ASSET DESCRIPTION	PICTURE	REASON FOR DISPOSAL
Heidelberg & Riversdale	Vehicle Canopies		No longer needed or useful
Heidelberg	Steel frames of playground		Damaged/ not useful
Heidelberg	Steel lockers		Damaged/ not useful

These vehicles and assets have been out of service for some time, and their disposal will not impact service delivery.

The item served at the **Technical Service Portfolio Committee** meeting of **20 August 2025** with the following recommendations.

- “1. That the Committee recommend the disposal of the following obsolete fleet vehicles and trailers by way of public auction at the next available opportunity: CEG 265, CEG 1278, CCC 13182, CCC 1835, CCC 2171, CCC 5439, CCC 5937, and CCC 5993.*
- 2. That the Committee recommend the disposal of the following loose assets and movable items by way of public auction: aluminium and copper wires, wheels, tyres, steel tanks with frames, concrete toilet structures without doors, vehicle canopies, steel playground frames, steel lockers, concrete mixers, hand compactors, high-pressure spouts, and blower mowers.*
- 3. That the item be referred to Council for approval.”*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025**, and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted. The comments of the Manager: SCM, Assets & Insurance are supported. The recommendations are therefore also supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

**COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER
REGSDIENSTE**

The content of the report is noted and the recommendations supported.

**COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER
STRATEGIESE DIENSTE**

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: SCM, Assets & Insurance

The content of the item is noted and supported. Mr. Block should provide the Asset Management section with the barcode numbers for the concrete mixers, compactor, high pressure spouts and the blower mowers, so that the asset register can be reconciled. Once the assets are written off by Council, we will arrange a date for the auction with the auctioneer.

RECOMMENDATION / AANBEVELING

1. That Council approve the disposal of the following obsolete fleet vehicles and trailers by way of public auction at the next available opportunity: CEG 265, CEG 1278, CCC 13182, CCC 1835, CCC 2171, CCC 5439, CCC 5937, and CCC 5993.
2. That Council approve the disposal of the following loose assets and movable items by way of public auction: aluminium and copper wires, wheels, tyres, steel tanks with frames, concrete toilet structures without doors, vehicle canopies, steel playground frames, steel lockers, concrete mixers, hand compactors, high-pressure spouts, and blower mowers.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Technical Services: Mr R Manho

ATTACHMENTS / STAWENDE DOKUMENTE

No

9.3 COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

File Number / Verwysings nommer: 16/1/B & 16/5/B

Meeting Date / Vergadering Datum: 25 September 2025

Report by / Verslag deur: Manager: Civil Infrastructure Services: Mr. S. Morris

PURPOSE OF REPORT / DOEL VAN VERSLAG

To inform Council of the publication of the Compulsory National Water and Sanitation Services Standards (Government Gazette No. 52814, dated 6 June 2025), and to outline the key provisions, legal implications, and operational challenges for municipalities, including requirements related to both water supply and sanitation services.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Department of Water and Sanitation has issued revised national standards under the Water Services Act, setting out compulsory minimum requirements for water and sanitation services. The 2025 standards mark a significant shift from policy-based guidelines to legally binding regulations, and aim to address persistent service backlogs, infrastructure failure, inequity in access, and poor maintenance across municipalities.

These standards provide uniform criteria for service levels, designate responsibilities, strengthen enforcement mechanisms, and support the realisation of the constitutional right to basic water and sanitation services. Municipalities remain key implementing agents, but must now operate under stricter licensing, reporting, and compliance obligations overseen by the national regulator.

KEY PROVISIONS AND IMPLICATIONS FOR MUNICIPALITIES

Part A: Provision of Water Services

Access to a minimum quantity of 6 kilolitres per household per month at a minimum flow rate of 10 litres per minute is mandated.

Service coverage must include residents on privately owned land, informal settlements, and rural areas.

Where permanent infrastructure is lacking, interim supply measures (e.g., water tankers, communal standpipes) are required until full infrastructure is developed.

Part B: Provision of Sanitation Services

Every household must have access to safe, reliable, and dignified sanitation, which protects human health, minimises environmental impact, and supports hygiene and privacy.

Acceptable technologies include waterborne sanitation, ventilated improved pit (VIP) toilets, and urine diversion or composting toilets, provided they meet health and safety standards.

Municipalities must ensure routine emptying, disposal, and safe treatment of sanitation waste; prevent cross-contamination; and include sanitation in WSDPs and budgets.

Part C: Designation and Licensing of Water Services Providers (WSPs)

Municipalities must be formally licensed as WSPs by the national regulator, subject to technical, administrative, financial, and infrastructure readiness.

Annual performance reporting is mandatory, covering access to water and sanitation, maintenance practices, and compliance with standards.

Part D: Water Services Development Plans (WSDPs)

A revised WSDP must be submitted annually, aligned with the National Water Resource Strategy, PGDPs, and municipal IDPs.

Plans must outline infrastructure priorities, strategies for reaching unserved communities, and sustainability measures.

Part E: Enforcement, Monitoring, and Intervention

The regulator may conduct audits, issue directives or fines, and temporarily take over services if needed.

Municipalities must cooperate with oversight authorities.

Part F: Equitable Access and Vulnerable Groups

Municipalities must prioritise services for poor households, informal settlements, and underserved institutions.

Cost-recovery may not undermine access to basic services. Cross-subsidisation and indigent support strategies are required.

IMPACT AND IMPLEMENTATION CHALLENGES

Institutional and Administrative Burden

Municipalities will need to develop internal systems for licensing, compliance monitoring, sanitation oversight, and annual reporting. Capacity development is essential across engineering, environmental health, and financial units.

Infrastructure Gaps

Significant investment will be needed in piped water infrastructure, sanitation networks, wastewater treatment plants, and rural/peri-urban service points.

Funding Limitations

The standards do not include a dedicated funding mechanism. Municipalities must reallocate internal budgets, seek conditional grants, and coordinate with national departments.

Legal and Reputational Risk

Non-compliance exposes municipalities to regulatory penalties, litigation, and reputational harm.

The item served at the **Portfolio Committee Meeting of 20 August 2025** with the following recommendations:

- “1. That the Committee note the publication of the Compulsory National Water and Sanitation Services Standards (Government Gazette No. 52814 of 6 June 2025), and the expanded legal and regulatory obligations it impose on municipalities.*
- 2. That the relevant internal departments, together with HR, Finance and Legal Services, conduct a detailed readiness assessment, particularly in relation to WSP licensing, sanitation service delivery, infrastructure requirements, and WSDP alignment.*
- 3. That the Manager: Civil Infrastructure submit bi-annual reports to the Portfolio Committee, tracking implementation milestones, risks, and resource needs.*
- 4. That the item be referred to Council for approval.”*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025**, and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER/KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted. The recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

**COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR
TEGNESE DIENSTE**

The content of the item is noted and the recommendations are supported.

**COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR
GEMEENSKAPSDIENSTE**

**COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER
REGSDIENSTE**

The content of the report is noted and recommendations supported.

**COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER
STRATEGIESE DIENSTE**

It is recommended that the risk register of the relevant department be reviewed to include a compliance risk relating to water quality (Inherent Risk Assessment) and that the current state of measurements and actions (controls) be assessed through a Control Self Assessment. The outcomes of these assessments will then be reported to the Risk Management Committee.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note the publication of the Compulsory National Water and Sanitation Services Standards (Government Gazette No. 52814 of 6 June 2025), and the expanded legal and regulatory obligations it impose on municipalities.
2. That the relevant internal departments, together with HR, Finance and Legal Services, conduct a detailed readiness assessment, particularly in relation to WSP licensing, sanitation service delivery, infrastructure requirements, and WSDP alignment.
3. That the Manager: Civil Infrastructure submit bi-annual reports to the Portfolio Committee, tracking implementation milestones, risks, and resource needs.

AGENDA ITEM APPROVED BY/AGENDA ITEM APPROVED BY:

Director Technical Services: Mr R Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Yes

DEPARTMENT OF WATER AND SANITATION

NO. 6292

6 June 2025

WATER SERVICES ACT, 1997**REVISED COMPULSORY NATIONAL WATER AND SANITATION
SERVICES STANDARDS IN TERMS OF SECTION 9 (1) OF THE
WATER SERVICES ACT, ACT NO 108 OF 1997**

I, Miss Pemmy P.C. Majodina, in my capacity as the Minister of Water and Sanitation, hereby in terms of section 9(1) of the Water Services Act, 1997 (Act No. 108 of 1997), prescribe revised Standards as contained in the schedule hereto.



MISS PEMMY C. P. MAJODINA, MP
MINISTER OF WATER AND SANITATION

DATE

16/04/2025

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COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

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COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

Definitions

1. In these Regulations, a word or expression to which a meaning has been assigned in the Act bears that meaning, and must be read in conjunction with the principal Act, unless the context otherwise indicates —

“asset management” means the combination of management, financial, economic, engineering, and other practices applied to physical assets with the objective of providing the required level of service in the most cost-effective manner. It includes the management of the whole life cycle (design, construction, commissioning, operating, maintaining, repairing, modifying, replacing and decommissioning/disposal) of physical and infrastructure assets.

“basic sanitation service” means the provision of a basic sanitation facility which is environmentally sustainable, easily accessible and affordable to a household and a consumer, the sustainable operation and maintenance of the facility, including the safe removal of human waste, greywater and wastewater from the premises where this is appropriate and necessary, and communication and local monitoring of good sanitation, hygiene and related practices.

“basic water supply” means the prescribed minimum standard of water supply services necessary for the reliable supply of a sufficient quantity and quality of water to households, , to support life and personal hygiene.

“bucket toilet” means the use of a bucket (or similar removable container) located under a toilet seat which is used to retain untreated human excreta until the bucket is removed for disposal of its content. The bucket is normally placed in a temporary or permanent structure located away from the dwelling.

“communal toilets” means toilets that are shared by a group of households in a community. In some cases, each household will have a key to one of the toilets within a block, single building or property. This may be one toilet per household, or one toilet for a group of households.

“competency” means the qualifications, experience, skills and knowledge that are required to perform a job effectively.

“Consumer” as defined in the Act.

“Decentralised Wastewater Treatment (DWWT) or Decentralised Wastewater Treatment System (DWWTS) refers to various approaches for collection, treatment, and dispersal/reuse of wastewater for individual dwellings, industrial or institutional facilities, clusters of homes or businesses, and entire communities. They provide a range of treatment options from simple, passive treatment with soil dispersal, commonly referred to as septic or on-site systems, to more complex and mechanized approaches such as advanced treatment units that collect and treat waste from multiple buildings and discharge to either surface waters or the soil. They are typically installed at or near the point where the wastewater is generated. These systems, when owned by the WSA and or its contracted Water Service Provider or Water Services Intermediary, as a part of their permanent infrastructure, can be managed as stand-alone facilities. These systems, when privately owned will need to be managed as stand-alone facilities by the infrastructure owners, operating as a Water Services Intermediaries with an SLA to the municipality and a water use authorisation in terms of the National Water Act.”

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

“drinking water” means water that is intended for human consumption; food preparation and personal hygiene with acceptable health risk compliant to SANS 241.

“drinking water quality advisory notice” means either a Boil Water Notice which is issued by a Water Services Authority when the quality of drinking water poses a health risk which can be adequately addressed by additional household treatment prior to human consumption, or a Do Not Use Water Notice which is a notice issued by the Water Services Authority when the quality of drinking water poses a health risk for human consumption and food preparation which cannot be adequately mitigated by means of additional household treatment.

“effluent” means human excreta, domestic sludge, domestic wastewater, greywater or wastewater resulting from the commercial or industrial use of water that has been treated to standards issued under the National Water Act prior to discharge.

“faecal sludge” means the contents emptied from an on-site sanitation system, and not transported by sewers, including liquid and solid contents of on-site systems such as container-based vaults, pit-latrines, septic tanks, community toilets, or mobile toilets.

“Faecal sludge management” means the management of faecal sludge from containments, emptying /collection, transport, treatment and disposal or reuse.

“greywater” means wastewater resulting from the use of water for domestic purposes but does not include human excreta.

“High, medium and low-density formal settlements” is described in the Human settlement Neighbourhood Planning and Design Guide (the Red Book)

“Infrastructure Leakage Index (ILI)” performance indicator of real (physical) water loss from the supply network of water distribution systems.

“incident” means a significant deviation in operational monitoring or in verification compliance results where a critical limit is exceeded . An incident is any situation where there is a reason to suspect that water that is supplied for drinking is or may become unsafe posing potential health risk to consumers.

“indigent households” households lacking the necessities of life as defined by the Indigent Policy of National Treasury.

“informal settlement” means human settlement areas that do not comply with municipal town planning scheme requirements.

“Integrated Regulatory Information System” (IRIS) means the national integrated regulatory information system of the Department where various reports and data required in these standards must be uploaded to. The system can be accessed at <https://ws.dws.gov.za/IRIS/mywater.aspx>. For assistance the IRIS helpdesk can be contacted at greendrop@dws.gov.za or Bluedrop@dws.gov.za

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

"interim sanitation services" means an interim measure in informal settlements to provide privacy to the consumer, is safe, readily accessible, within specified walking distance and provides for the safe disposal of human excreta, including hygiene and End-user Education.

"interim water services" means the provision of people's basic domestic needs for drinking water, living in informal settlements, at a minimum level through providing water at regular intervals to ensure increased opportunities for improved health.

"ISO 31800" means the international standards for faecal sludge treatment unit which serves 1000 to 100 000 people or 200 to 20 000 households.

"job" means the basic duties, functions, tasks, competency requirements and responsibilities according to which one or more posts of the same grade are established.

"non-revenue water (NRW)" means the volume of water supplied by the Water Services Institution, but for which it receives no income.

"non-sewered sanitation (NSS) or non-sewered sanitation system (NSSS)" means a system that is not connected to a network sewer, and collects, conveys, and fully treats the specific input to allow for safe re-use or disposal of the generated solid output or discharge of effluent.

"Off-grid sanitation systems" means on-site sanitation options such as Non-Sewered Sanitation Systems (NSSS) and Decentralised Wastewater Treatment Systems (DWWTS).

"on-site sanitation" means a sanitation system in which excreta or wastewater is stored, collected and / or treated where they are generated in accordance with (e.g., on the property, community or in the household) this may include gravity sewers, settled sewers or simplified sewer systems.

"process audit" means a comprehensive assessment of designs which include structural, electrical and mechanical integrity in faecal sludge treatment plants, water- and wastewater treatment works, network and pumpstations to determine process effectiveness and adherence to design specifications.

"process condition assessment" means assessment of a faecal sludge treatment plants, water or wastewater infrastructure which involves evaluating the physical and operational status of the system that entails examining the physical condition of the infrastructure, such as unit processes, equipment, pipes, machinery, pumps, and valves to ensure it is functioning properly and efficiently. This assessment helps in identifying any potential risks or unit processes, equipment that require maintenance or upgrades.

"sanitation service chain" means human excreta captured, contained (pit or tank), emptied, transported (of sludge), treatment, beneficial use or safe disposal of faecal sludge.

"shared toilet" means toilets that are shared between a group of households in a single building or on a single plot.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

"public place" means any location that is maintained by the government for the use of the public.

"SANS 241" means the South African National Standard for drinking water quality (as may be updated).

"SANS 10252" means the South African National Standard for water supply and drainage for buildings.

"SANS 10254" means the South African National Standard for installation of fixed electric storage water heating systems.

"SANS 30500" means the South African National Standard for non-sewered sanitation systems.

"supply zone" means an area, determined by a Water Services Authority, within which all the consumer connections are provided with water supply services from the same pressure zone linked to a reservoir or a direct bulk supply point with a pressure reduction value.

"the Act" means the Water Services Act, 1997 (Act No. 108 of 1997), as amended.

"the Department" means the Department of Water and Sanitation (DWS).

"the National Water Act" means the National Water Act, 1998 (Act No. 36 of 1998).

"user connection" means a connection through which a consumer can gain access to water services or connect to sanitation services and includes a consumer installation and a bulk or communal connection.

"user sector" means the applicable category of users, being users categorised into at least either—

- (a) domestic.
- (b) industrial; or
- (c) commercial sectors.

"wastewater" means water from the domestic, commercial or industrial use of water containing waste or water that has been in contact with waste material.

"water balance" means the standard framework for evaluating the System Input Volume, the authorised consumption, water losses and Non-Revenue Water in municipal distribution system as described in the DWS guideline for the preparation of an IWA water balance to determine Non-Revenue Water and water losses (Annexure B).

"wastewater risk abatement plan (W₂RAP)" means a systematic process that aims to consistently ensure acceptable wastewater quality that does not exceed the stipulated numerical limits in licences or permits by implementing an integrated water quality management plan, which includes a risk assessment and risk management approach from wastewater collection, through treatment and discharge to the catchment.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

“water conservation” means the minimisation of loss or waste, the care and protection of water resources and the efficient and effective use of water.

“water demand management” means the adaptation and implementation of a strategy and action plan by a Water Services Institution or consumer to influence the water demand and usage of water to meet any of the following objectives: economic efficiency, social development, social equity, environmental protection, sustainability of water supply and services and political acceptability.

“water efficient device” means a product that reduces the excessive use of water.

“water losses” means water that has been produced (treated by a Water Services Institution) and which is lost before it reaches the consumer. Losses can be real losses (through leaks, sometimes also referred to as physical losses) or apparent losses (for example through theft or metering inaccuracies).

“Water efficient sanitation solutions” (WESS) means sanitation systems which require low to no water, completely off-grid, non-sewered, on-site or are decentralised and utilise technologies that include using water saving devices, water-efficient processes and beneficial use of waste products.

“water safety plan” means a systematic process that aims to consistently ensure safe and acceptable drinking water that does not exceed the numerical limits in SANS 241 by implementing an integrated water quality management plan, which includes a risk assessment and risk management approach from catchment to consumer.

“Water Services Authority” (WSA) as defined in the Act.

“Water Services Intermediary” as defined in the Act.

“Water Services Provider” as defined in the Act.

“water supply network” means a network of hydrological and hydraulic components that includes facilities for storage, transmission, treatment and distribution of water from source to consumers, for example, homes, commercial establishments, industry and public facilities.

“water supply system” means an area under jurisdiction of the Water Services Institution within which water intended for human consumption may come directly from a resource, or from one or more water treatment works.

“wastewater treatment system” means the pipes, sewers, pump stations and treatment work that collect, reticulate and treat wastewater from residents, businesses and industries before discharging or re-using the final treated effluent and biosolids.

“wastewater treatment works” means a process, or combination of unit processes, undertaken to render effluent acceptable to return to the environment or for re-use. A wastewater treatment works includes but are not limited to conventional wastewater treatment works, oxidation ponds, package plants and reclamation plants.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

"water treatment works" means a process, or combination of unit processes, undertaken to render raw water safe for drinking purpose. A water treatment works can employ more than one process or only one process such as disinfection. Water treatment works include but is not limited to conventional water treatment plants, package plants, groundwater treatment plants, reclamation plants and desalination plants.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**PART A: PROVISION OF WATER SERVICES****Basic water supply services**

- 2.(1) A Water Services Authority is responsible for the provision of basic water supply services to all consumers or potential consumers in its jurisdictional area inclusive of people residing on privately owned land as guided by the Water and Sanitation Services Policy on Privately Owned Land (2023) (Annexure B).
- (2) The minimum standard for basic water services must consist of -
- (a) within two years of promulgation of these regulations an access or delivery point which must be at least at the end boundary of the yard (user connection point) of the existing settlement.
 - (b) a minimum quantity of drinking water of 6 kl/household per month –
 - (i) at a minimum flow rate of not less than 10 litres per minute.
 - (ii) with an effectiveness such that water is made available for at least 358 days per year.
 - (iii) not interrupted for longer than 48 consecutive hours.
 - (iv) at no cost to indigent households, upon depletion of the initial 6kl per month allocation, qualifying indigent household will be subject to usage restrictions and will be responsible for payment based on the adopted tariff policy for any additional water consumed.
 - (c) water provided which complies with the requirements of SANS 241.
- (3) Maintenance of the infrastructure up to the user connection is the responsibility of the Water Services Institution and the maintenance of the infrastructure within the boundary of the property is the responsibility of the owner.
- (4) All new user applications for water connections must be completed within 21 calendar days by a Water Services Authority in areas where the infrastructure allows or exist.
- (5) All user connections for water supply must be metered or measured, controlled and tariffed by the relevant Water Services Institution.
- (6) A Water Service Institution must replace stolen meters and or repair or replace damaged meters within 30 days of it being reported or detected.
- (7) Water meters must be managed and replaced within their asset lifespan.
- (8) The Water Services Institution must ensure the provision of appropriate education in respect of safe, effective and efficient water use, hygiene and groundwater use management.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (9) Within two years after promulgation of these Regulations, Water Services Authority must submit plans to the Department, using the WSDP platform at www.ws.dws.gov.za/wsdp.aspx, as part of their Water Services Development Plan (WSDP) on how they are going to upgrade all consumers in formal settlements to basic services (yard connection; user connection point).

Interim water supply services

- 3.(1) A Water Services Authority must take reasonable measures to provide interim water supply services in informal settlements.
- (2) Upon realisation of a new informal settlement, the WSA must provide interim water supply services within 90 days of becoming aware thereof.
- (3) A Water Services Authority is responsible for the capital, operation, maintenance and refurbishment actions and cost pertaining to interim water services.
- (4) Where an informal settlement is formalised, a Water Services Authority must ensure access to basic water services.
- (5) The minimum standard for interim water services must consist of-
- (a) an access or delivery point which must be a communal standpipe, within a reasonable walking distance of no more than 200m from the furthest household.
 - (b) a minimum quantity of drinking water 6 kl/household per month –
 - (i) at a minimum flow rate of not less than 10 litres per minute.
 - (ii) with an effectiveness such that water is made available for at least 358 days per year.
 - (iii) not interrupted for longer than 48 consecutive hours.
 - (c) water provided which complies with the requirements of SANS 241.
- (6) All areas supplied with interim water supply services must have zonal meters and measured by the relevant Water Services Institution.
- (7) Whenever interim water supply services are provided through water tankers, it must not exceed 12 consecutive months and WSAs need to keep accurate records as specified in Regulation 4(3)(c).

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Interruption of water supply services**

- 4.(1) A Water Services Authority, in agreement with their relevant Water Services Institutions must take reasonable measures to ensure that where water supply is interrupted for a period of more than 48 hours, including where but not limited to an emergency situation is declared, a consumer has access to alternative water supply which—
- (a) consists of at least 15 litres of drinking water per person per day; and
 - (b) is made available at strategically determined points of delivery that are relatively convenient and safe.
- (2) Whenever emergency or alternative water supply is provided, the Water Services Institution must ensure that the distributed water is fit for human consumption as per the applicable prescripts of SANS 241 (as prescribed under Regulation 4).
- (3) Whenever alternative water supply services are used for provision of drinking water for longer than a week, the water services institution must register a monitoring programme on the Integrated Regulatory Information System of the Department indicating:
- (a) the origin of the alternative source(s).
 - (b) compliance results with specific SANS 241 parameters of disinfectant residuals, turbidity, *E. coli*, Heterotrophic Plate Count, conductivity and pH until distribution by tankering is discontinued.
 - (c) where tankers are used, Water Services Institutions must keep accurate records of:
 - (i) Vehicles type and registration and drivers used to provide the service.
 - (ii) the volumes transported per trip.
 - (iii) delivery schedule.
 - (iv) delivery point.
 - (v) vehicles that are used for provision of other services such as dust suppression where untreated water is not recommended unless the exclusive use for a period can be guaranteed where these vehicles are first cleaned and can achieve the maintenance of the SANS standard. Disinfection and certificate of cleanliness issued by a recognised body.
 - (vi) use of other vehicles transporting materials or liquids other than water is not permitted to tanker drinking water.
 - (vii) Above records are to be provided as part of the monitoring system to the Department on a monthly basis.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (viii) Alternatives to tankering for mid and longer term must be prioritised to reduce unsustainable dependencies on tankers.
- (4) Whenever water shortages are declared under the National Water Act, the Water Services Institution must impose reasonable limitations on its consumers' water consumption in its water supply network to ensure compliance with written notices issued under Schedule 3, section 6 of the National Water Act.
- (5) Water Service Institutions must ensure sufficient reservoirs to meet demand and to minimise effect of water interruptions. WSI must revise the minimum operational levels for their reservoirs to increase storage capacity.

Quality of drinking water

- 5.(1) Water Services Institution must ensure that the distributed drinking water is fit for human consumption as per the applicable prescripts of SANS 241.
- (2) A Water Services Institution must develop and implement a water safety plan for all water supply systems in accordance with the World Health Organization or any equivalent approach to water safety planning.
- (3) A Water Services Institution must as a minimum review its water safety plan on an annual basis and or as the risk changes. The revised plan must be submitted to the Minister using the national integrated regulatory information system at <https://ws.dws.gov.za/IRIS/mywater.aspx> within 30 days of approval by an accounting officer or the person delegated.
- (4) A Water Services Institution must develop and implement a monitoring programme to monitor the quality of drinking water supplied to consumers in their water supply system in accordance with the requirements of SANS 241, and such monitoring programme must together with its amendments be provided to the Department on its national integrated regulatory information system (IRIS). This shall include boreholes, static tanks and tankers.
- (5) The water quality monitoring programme to be developed in 5(4) must specify points at which drinking water provided to consumers will be sampled, the frequency of sampling and for which parameters the water will be analysed in accordance with ISO 2859 for sampling of water, material, parts, and product.
- (6) Samples collected by a Water Services Institution must be analysed in a laboratory using ISO 17025 accredited methodologies for water analysis or a laboratory having systems in place to ensure credibility and reliability of results such as participation in a Proficiency Testing Scheme and demonstrating acceptable results.
- (7) The results of the implemented monitoring programme must be reported to the Department on its national Integrated Regulatory Information System within 30 days of sampling or on the request of the Minister.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (8) A Water Services Institution must develop and implement an incident management protocol (Annexure A) for the management of non-compliances where the numerical limits in SANS 241 is not met, and categorisation of incidents including communication media for communicating disruptions and incidents requiring the issuance of drinking water quality advisory notice(s).
- (a) A Water Services Institution must, within 12 hours of the confirmation of an incident that poses a health risk, inform the Department's relevant Regional Office and the relevant provincial Department of Health's District Health Office of the health risk.
- (b) A Drinking Water Quality Advisory Notice must be issued by a WSA when—
- (i) a situation has been declared an incident following repeated non-compliant results that indicates a health risk of the sampled water supply.
 - (ii) a Water Services Institution has reason to believe that the water quality is compromised or is likely to fail to comply with SANS 241 health risks requirements.
 - (iii) treatment processes fail to adequately treat the water according to the health limits of SANS 241 or
 - (iv) instructed to do so by the Department.
- (c) A Drinking Water Quality Advisory Notice must be issued by the WSA to the affected community/area(s) using appropriate communication in a medium that is accessible to the affected community and or area -
- (i) specify the nature of the health risk presented and the affected area or areas.
 - (ii) indicate rectification measures taken or to be taken by the Water Services Institution.
 - (iii) indicate risk minimisation measures to be taken by the public.
 - (iv) specify a reasonable time within which the situation is expected to normalise.
- (9) A Water Services Institution must ensure that drinking water quality performance information against SANS 241 are annually made available to the public and are accessible to the relevant stakeholders.
- (10) Records of all results and documents must be kept for at least five (5) years by the Water Services Institution and be available at all times for regulatory and audit purposes.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Basic sanitation service**

- 6.(1) A Water Services Authority is responsible for the provision of basic sanitation services to all consumers or potential consumers in its jurisdictional area inclusive of people residing on privately owned land as guided by the Water and Sanitation services policy on privately owned land (2023).
- (2) The standard for basic sanitation services must include the provision of a toilet with functional hand washing facility in the yard , which is safe, reliable for 24 hours a day, environmentally sound, easy to keep clean, provides privacy and protection against the weather, well ventilated, keeps smells to a minimum and prevents the entry and exit of flies and other disease-carrying pests, providing for an effective and acceptable sanitation technology.
- (3) A Water Services Authority must ensure that human excreta and wastewater is safely contained at all times, throughout the sanitation service chain.
- (4) Faecal sludge management must be an integral part of the sanitation service.
- (5) Each household must have uninterrupted access to an adequate, appropriate, sanitation facility.
- (6) Hygiene and user education must be an integral part of sanitation service. Households should be supported with knowledge and any other relevant resources to take responsibility for the correct and consistent use of the sanitation service, including but not limited to the toilet facility.
- (7) In providing basic sanitation service, a Water Services Authority must consider the following requirements:
 - (a) The need for everyone, including persons with disability to have a reasonable quality of life.
 - (b) Water efficient sanitation solutions.
 - (c) Groundwater pollution risks in accordance with the Protocol to manage the potential of groundwater contamination from on-site sanitation (2003) (Annexure B).
 - (d) Water use authorisation in terms of the NWA.
 - (e) Surface water pollution risks and the management thereof.
 - (f) Population density.
 - (g) Economies of scale.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (8) Subject to sub-regulation (7) a Water Services Authority must consider-
- (a) in high and medium density formal settlements:
 - (i) waterborne sewerage sanitation provided that the wastewater treatment system and works have adequate capacity and is performing to acceptable standards under the National Water Act (read with regulation 10); or
 - (ii) alternative water efficient sanitation solutions instead of waterborne sewerage systems in areas of dense formal and medium settlement where there is resource scarcity and or inadequate capacity or functionality in the sewer system and or the wastewater treatment works.
 - (b) in low density or sparsely populated settlements: water efficient sanitation solutions.
- (9) Water efficient sanitation solutions in sub-regulation (7) must be shown to include off-grid, on-site sanitation options such as Non-sewered Sanitation Systems (NSSS) as well as Decentralised Wastewater Treatment Systems (DWWTS).
- (10) A Water Services Authority may not unreasonably decline a property development to have a water efficient sanitation solution that is not connected to the central system where development will manage the system as a Water Services Intermediary and where the water uses of the system is authorised under the National Water Act.
- (11) Whenever a Water Services Institution is providing new innovative non-sewered sanitation systems, such must be guided by the requirements of SANS 30500 for Non-Sewered Sanitation Systems or the "SANS 24521:2020 Guidelines for the management of basic on-site domestic wastewater services", whichever is applicable.
- (12) Water Service Authority must monitor and regulate safe emptying, transportation, treatment and disposal of faecal sludge to faecal sludge treatment facilities or any other authorised facility.
- (13) Faecal sludge treatment plants must be guided by ISO 31800 for prefabricated units or similar standards for non-prefabricated faecal sludge treatment units.
- (14) Water Services Authority must have community participation procedures of informing communities about the emptying processes, routes and health risks.
- (15) Within two years after promulgation of these Regulations, the Water Services Authority must submit plans as part of their Water Services Development Plan (WSDP), using the WSDP platform at www.ws.dws.gov.za/wsdp.aspx, on measures to eradicate unimproved pit toilets and open defaecation in human settlements.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Interim sanitation service**

- 7.(1) A Water Services Authority is responsible for the capital, operation, maintenance and refurbishment actions and cost pertaining to interim sanitation services including the management of faecal sludge in the entire sanitation service chain.
- (2) A Water Services Authority must take reasonable measures to provide appropriate interim sanitation services in informal settlements and during a disaster.
- (3) Upon realisation of a new informal settlement, the WSA must provide interim sanitation service within 90 days.
- (4) Interim sanitation services must provide at least the following:
- (a) Communal and shared facilities in accordance with the table below:

Type	Toilet seat	Urinal Units	Hand washing
Communal toilet	1 seat per 10 households	1 unit per 20 households	1 basin per 10 households
Shared toilets	1 unit per 4 households	1 unit per 10 households	1 basin per 4 households

- (b) The Water Service Authority must put measures in place to keep the toilets hygienic.
- (c) The toilets must be separated according to gender to meet the needs for women, girls and persons with disability.
- (d) All portable and mobile toilets must be emptied at least twice a week to appropriate licensed facilities for treatment.
- (5) If the sanitation facility is communal, the maximum walking distance should be 100m, wherever possible.
- (6) Parents and care givers must be provided with information by the Water Services Institution regarding safe disposal of infant's faeces, laundering practices and use of nappies, potties or scoops for effectively managing safe disposal.
- (7) A Water Services Authority through its Environmental Health Practitioners are responsible for promoting hygiene and user education for ensuring an environmentally safe approach to sanitation, and for monitoring the impact of sanitation processes on the environment.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Sanitation workers' health and safety**

- 8.(1) Water Service Institution must ensure sanitation workers' safety through the provision of personal protective equipment, facilities to wash with water and soap, vaccination and deworming against diseases relevant to their working conditions.
- (2) Water Service Institution must ensure workers are trained on the risks of handling faecal sludge and on standard operating procedures.

Interruption of sanitation services

- 9.(1) Whenever sanitation service is interrupted for longer than 48 hours, including where an emergency situation is declared, the Water Services Institution must make provision for alternative water for flushing of waterborne sanitation or interim sanitation service.

Sanitation services at public places

- 10.(1) Sanitation services must be family-friendly, and the following must be provided:
 - (a) Nappy changing areas.
 - (b) Hook to assist with hanging handbags; and
 - (c) Toilets must include provision for appropriate disposal of menstrual materials (waste bins with lid that are emptied regularly).
- (2) Provision must be made for sanitation facilities for persons with disabilities in adherence to the requirement set out in the SANS 10400-S:2011.

Prohibitions

- 11.(1) The provision or distribution of bucket toilets to communities in both formal and informal settlements are prohibited.
- (2) Municipalities and WSAs are prohibited from approving bulk user connections to existing water and wastewater systems without having the necessary capacity to service such user connections. This means that a municipality may not approve new /additional bulk user connections to an existing water or wastewater treatment system unless that system has the capacity to deal with the additional load (ability to operate according to technical specifications).
- (3) Municipalities may not approve any new developments that will connect to an existing wastewater treatment system unless such a system has the capacity to deal with the load from the development.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**PART B: THE QUALITY OF WATER DISCHARGED INTO SANITATION COLLECTION SYSTEMS OR A WATER RESOURCE****Greywater management**

- 12.(1) A Water Services Institution planning to separate, collect and use greywater beyond the boundary of a household for any purpose must ensure such risks are identified in the wastewater risk abatement plan in accordance with regulation 13(2) and managed accordingly.
- (2) The Guidelines for Greywater Use and Management in South Africa, Water Research Commission (2018) (Annexure B) must be used to assist in the identification of risk in sub-regulation (1).

Sewer collection, wastewater treatment and faecal sludge management

- 13.(1) The Water Services Authorities must in its Water Services Development Plan –
- (a) determine actual and forecasted wastewater generation within its service areas.
 - (b) plan for adequate sewer collection, wastewater treatment capacity and water efficient sanitation.
 - (c) determine actual and forecasted faecal sludge accumulation in containment (pits / tanks) within its serviced areas.
 - (d) plan for a safe faecal sludge emptying, transportation, treatment and disposal or beneficial use method.
- (2) A Water Services Institution responsible for the collection and treatment of wastewater and faecal sludge, must ensure that the environmental risks are identified, and climate resilient sanitation safety plans (SSP) and a wastewater risk abatement plan (W₂RAP) are developed and implemented accordingly.
- (3) The sanitation safety plans, and a wastewater risk abatement plan must be developed in accordance with the WHO manual and guidelines (2018 and 2022) and W₂RAP Guideline, Water Research Commission (2011) (Annexure B), and must be reviewed every two years as a minimum. The revised plan must be submitted to the Minister using the national integrated regulatory information system within 30 days of approval by an accounting officer or the person delegated.
- (4) Faecal sludge management infrastructure, and its maintenance as well as safe disposal of human waste must be carried out on a regular basis, as frequent as necessary to maintain hygiene, in a safe and acceptable manner by the Water Service Authority.
- (a) WSA must schedule emptying of full containments (including pits / tanks) for on-site sanitation.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (b) All identified or reported full containments (including pits / tanks) for on-site sanitation outside the schedule must be emptied within 10 days to the appropriate treatment facility.
 - (c) Where containments (including pits / tanks) are treated chemically or biological to prolong use and proper functioning, such chemical or biological measures must not be harmful to the health of the users, the water resource or the environment and must adhere to its label applications.
 - (d) All emptied faecal sludge must be transported to an appropriate and authorised faecal sludge treatment plant or any other treatment facility for treatment, beneficiation or disposal (subject to a water use authorisation). WSA shall keep record of volumes faecal sludge transported and coordinates of treatment facilities used and/or disposal sites.
 - (e) ensure that faecal sludge emptying services are conducted in compliance with the Hazardous Biological Agents Regulations (2001) (Annexure B) under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); and
 - (f) ensure that the transportation of faecal sludge complies with the National Road Traffic Act, 1996 (Act No. 93 of 1996) and its regulations.
- (5) Faecal sludge must be treated and analysed for beneficiation suitability in accordance with WRC Guidelines for Utilisation and Disposal of Wastewater Sludge, 2009 (Volume 1-5) (See Annexure B). Should the sludge not be viable for beneficiation, it must be disposed in accordance with the National Environmental Management: Waste Act and its regulations and the National Water Act.
- (6) Annual sewer and faecal sludge collection inspections and treatment process audits are required as part of the wastewater asset management process.

Quantity and quality of industrial wastewater collected into a sewerage system

- 14.(1) A Water Services Institution must only accept the quantity and quality of industrial wastewater or any other substance into a sewerage system that the sewage treatment works linked to that system is capable of purifying or treating to ensure that any discharge to a water resource complies with the required authorisation and standard prescribed under the National Water Act.
- (2) A WSA shall prescribe pre-treatment of any effluent to the required standard its wastewater treatment systems can process prior to it being disposed into municipal infrastructure.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Control of objectionable substances**

- 15.(1) A Water Services Institution must take reasonable measures to prevent any substance other than uncontaminated storm water to enter—
- (a) a storm water drain; or
 - (b) a watercourse, except in accordance with the provisions of the National Water Act.
- (2) The water Services Institution must ensure that inlets of stormwater drains are able to transport water whilst preventing litter or other objectionable substances from entering the stormwater. Such inlets must be regularly cleared and maintained to ensure proper drainage and removal of objectionable substances.
- (3) A Water Services Institution must take measures to prevent storm water from entering its sewerage system.
- (4) WSA must take measures including consumer awareness to prevent foreign objects being disposed in municipal sanitation infrastructure

PART C: THE EFFICIENT AND SUSTAINABLE USE OF WATER**Water conservation and water demand management (WCWDM)**

- 16.(1) Where spillages or leaks in its water supply network are detected or reported, a Water Services Institution must record such cases and ensure that they repair all leaks within 48 hours of becoming aware thereof.
- (2) A Water Services Institution must isolate 95% of detected or reported water pipe bursts in its water supply system within a maximum of four (4) hours of becoming aware thereof.
- (3) Where spillages or sewer blockages in its wastewater collection network are detected or reported, a Water Services Institution must record such cases and ensure that they are contained and must be repaired within 24 hours of becoming aware thereof. The affected surface area must be cleaned and or disinfected.
- (4) A Water Services Institution must have a 24-hour consumer care facility supported by the system to which leaks, spillages or water services related enquiries and complaints can be reported, and feedback be given to the consumer.
- (5) Whenever emergency or alternative water supply is provided in terms of Regulation 4(1), the Water Services Institution must ensure that taking of water from bulk line if applicable is appropriately metered and recorded (i.e. if alternative water is provided through tankering the number of tankers and their volume must be recorded when taking from a bulk metered pipeline.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (6) A Water Services Institution must implement a Pressure Management Programme allowing water reticulation systems to be operated at a minimum pressure of 20m and maximum pressure of 90m.
- (7) Where water pressure in a water reticulation system could rise above 90m, a Water Service Institution must install a pressure control device to prevent the pressure at any domestic consumer connection from rising above 90m.
- (8) A Water Services Institution must take steps to measure and progressively reduce losses, maintain the water use efficiency Key Performance Indicators including the quantity of water losses, the quantity of Non-Revenue Water, Infrastructure Leakage Index and per capita Usage to within international accepted standards as follows:
 - (a) Non-Revenue Water, 20-30%.
 - (b) Water Losses, 10-20%.
 - (c) Infrastructure Leakage Index, 2-4; and
 - (d) *Per Capita Usage*, 120-180 l/c/d.
- (9) Water Services Institutions must develop and implement a 10-year Council approved WCWDM Strategy and an Annual Plan within 6 months of the publication to be uploaded on the IRIS system and must consist of at least the following:
 - (a) Situation Assessment.
 - (b) Key issues and Challenges.
 - (c) Focus Areas of Interventions.
 - (d) List of proposed interventions.
 - (e) Set targets for demand, Non-Revenue Water, water losses (commercial and real losses), infrastructure leakage index, and per capita usage in line with subsection 8 above; and
 - (f) Budgets and Multi –year Implementation timelines.
- (10) WSAs must require greenfield developments or major brownfield redevelopments, prior to planning approval, to indicate the manner and extent in which water conservation and water demand management (WCWDM) and water efficient sanitation solutions (WESS) has been accommodated and accounted for in their selected technology options, in terms of efficient water use and off-grid sanitation.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**PART D: CONSTRUCTION AND FUNCTIONING OF WATER SERVICES WORKS AND CONSUMER INSTALLATIONS****Water and wastewater balance analysis and determination of water losses**

- 17.(1) A Water Services Institution must install and monitor appropriate water measuring devices or volume controlling devices to measure, detect and account for the volume of water abstracted (surface or groundwater), treated, and consumed, as applicable to the technical configuration of infrastructure and the water use authorisation conditions.
- (2) A Water Services Institution must install and monitor appropriate water measuring devices or volume controlling devices to measure, detect and account for the volume of water consumed at all user connections as applicable to the technical configuration of infrastructure.
- (3) A Water Services Institution must install and monitor appropriate measuring devices or volume controlling devices to measure, detect and account for the volume of wastewater received at pump stations and the inlet of the wastewater treatment works. A WSA shall record minimum night flows, peak wet weather flow and average dry weather flow received at the inlet of a wastewater treatment work received from all user connections conveyed, as applicable to the technical configuration of infrastructure and the water use authorisation conditions.
- (4) A Water Services Institution must install and monitor appropriate measuring devices or volume controlling devices to measure, detect and account for the volume of wastewater discharged into the water resource as applicable to the technical configuration of infrastructure and the water use authorisation conditions.
- (5) A Water Services Institution must ensure that all measuring devices or meters are properly maintained and in good working order, implementing a programme for meter – In-situ-verification and/or calibration.
- (6) A Water Services Institution must account for its water balance on a monthly basis as follows:
 - (a) measure the daily volume abstracted and treated; and
 - (b) measure the quantity of water provided to each supply zone within its supply area.
- (7) A Water Services Institution must account for its wastewater balance on a monthly basis as follows:
 - (a) daily inflows in Ml/d; and
 - (b) daily outflows in Ml/d.
- (8) A Water Services Institution must determine the quantity of water losses and non-revenue water in accordance with the Guideline for the Preparation of an IWA Water Balance to Determine Non-revenue Water and Water Losses (Annexure B).

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- (9) The results of the water balance analysis and the records of the quantities of water measured as set out in sub-regulation (5) must be reported to the Department's National Regulatory Information Management System on a quarterly basis.

Groundwater Development as a water resource community water supply

18. A Water Services Institution must ensure that during the development of groundwater as a community water supply source, all water use requirements and standards are adhered to under the National Water Act and as prescribed in the DWS "Standard Operating Procedures for Groundwater Source Development for Community Water Supply Projects" 2023 (Annexure B).

PART E: THE NATURE, OPERATION, SUSTAINABILITY, OPERATIONAL EFFICIENCY AND ECONOMIC VIABILITY OF WATER SERVICES

Human resource planning

19. A Water Services Institution must determine the staff establishment necessary to perform the water services functions in compliance to these standards and the Process Controller Regulations (GN 3630, June 2023) (Annexure B), read together with GN 890 Local Government Municipal Staff Regulations and GN R 493 Municipal Regulations on Minimum Competency Levels, 2007 with reference to:
- (a) The number of staff members required.
 - (b) The minimum competencies required (read together with the WRC report (2015) on water sector skills (Annexure B)
 - (c) Plan for the recruitment, retention and development of staff members according to these regulatory requirements and the Engineering Council of South Africa (ECSA) and South African Council of Natural Scientific Professions (SACNASP) guidelines.

Competency requirements for the Head of a Water Services Authority, and Heads for water and sanitation planning, water and sanitation infrastructure provision, operations and maintenance of water services

- 20.(1) A person appointed to Head up the Water Services Authority function, the Water Services Provision function, and Operations and Maintenance, the Water Services Planning Unit, Unit in a Water Services Institution must –
- (a) Have the necessary competencies; and
 - (b) Comply with the minimum requirements for education qualifications and work experience as set out in the table below:

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Table 1: Qualification, years' experience and Statutory registration requirements for all

Qualification, years' experience and Statutory registration requirements for all
Engineering degree (BEng/BSc Eng/B-Tech).
For category A municipalities: 15 years post qualification experience in Water and Sanitation Services with registration as a professional engineer / technologist required
For a category B municipality: 10 years post qualification experience in Water and Sanitation Service with registration as a professional engineer / technologist required
For category C municipalities: 10 years post qualification experience in Water and Sanitation Services with registration as a professional engineer / technologist required

- (2) Should a staff member who was appointed before these Standards came into effect have the necessary qualification but not have the necessary competencies or registrations, the Water Services Institution must place the staff member on a programme to acquire the competency requirements as prescribed, if successful completion of such programme will yield achievement of the minimum requirements set within a reasonable time of 5 years of publication of these Standards.
- (3) Where the staff member does not have the minimum qualifications, the Water Services Institution must, based on a competency assessment, determine an alternative placement for the affected staff member to enable the recruitment of staff members with the necessary competencies within 2 years of publication of these Standards.

Management of electricity supply for water services

- 21.(1) To ensure sustainable provision of electricity supply for water service provision, a Water Service Institutions must -
 - (a) make provision for the installation and operation of diesel generators or similar within their critical water and wastewater system infrastructure to ensure continuation of operations when there is power supply disruption.
 - (b) alternative sources of electricity must be developed, which may include but are not limited to faecal and wastewater sludge conversion to biogas, off-take agreements with independent power producers or embedded generators or through direct ownership; and
 - (c) such infrastructure as well as the power supply must be safeguarded against vandalism and theft.
- (2) Where electricity is supplied from municipality, Water Boards and Water Services Authorities must, where practically possible and through municipal electricity departments, isolate water and sanitation infrastructure.
- (3) Should a water service institution be exempted from loadshedding and the exemptions from loadshedding attracts penalties or extra charges, Water Boards and Water Service Authorities must request exemptions from such penalties or extra charges.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (4) Water Service Authorities must develop integrated response plans to maintain drinking water and wastewater service standards during power disruptions addressing the measure listed in the sub-regulation above.
- (5) The integrated response plans referred to in sub-regulation 4 must be across the water and sanitation, electricity, and other divisions of the Water Service Authority.

Maintenance, operations and repairs of water treatment works and water supply network

- 22.(1) The water system must be serviced by a competent maintenance team, executing the maintenance work according to an acceptable maintenance plan and schedule.
- (2) A Water Services Institution must keep a logbook with maintenance entries as per the maintenance plan per system.
- (3) Where a water treatment works is being upgraded or constructed the Water Services Institution must ensure the development of an operation and maintenance manual and standard operating procedure for the infrastructure before such infrastructure is handed over to the Water Services Institution.
- (4) A Water Services Institution must document the design capacity of the water treatment works and the works must be operated within the authorised abstraction volume or as per the application submitted to the Department for authorisation under the National Water Act. Read together with standard operating procedure for ground water where applicable.
- (5) A water treatment works must be subjected to:
 - (a) an annual process condition assessment.
 - (b) Process Audit (which will address that year's process condition assessment) in a three-year cycle to inform functionality of the water supply system infrastructure. Risk findings must be incorporated into the Water Safety Plan.
- (6) The Department's maintenance management standard for immovable assets (2017) (Annexure B) must be used as a benchmark for water supply services operations.

Maintenance, operation, and repairs of wastewater treatment system

- 23.(1) The wastewater treatment system (both mechanical and electrical) must be serviced by a competent maintenance team, executing the maintenance work according to an acceptable maintenance plan and schedule.
- (2) A Water Services Institution must keep a logbook with maintenance entries as per the maintenance plan per system.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (3) Where a wastewater treatment works is being upgraded or constructed the Water Services Institution must ensure the development of an operation and maintenance manual and standard operating procedure for the infrastructure before such infrastructure is handed over to the Water Services Authority.
- (4) Operation and maintenance services are linked to the level of services selected to a settlement or part of a settlement. The following operations and maintenance guidelines developed must be utilised and used as a benchmark for sanitation services operations:
 - (a) Water borne sanitation operations and maintenance guide, Water Research Commission (2011) (Annexure B); and
 - (b) Maintenance management standard for immovable assets (2017) (Annexure B).
- (5) A Water Services Institution must document the design capacity (hydraulic and organic) of the wastewater treatment works and the facility must be operated within the authorised volume and conditions as required and stipulated under the National Water Act.
- (6) A wastewater treatment works must be subjected to an annual process condition assessment and Process Audit (which will address that year's process condition assessment) in a three-year cycle to inform functionality and performance of the wastewater system infrastructure including the sewer reticulation network and pump station(s). Risk findings must be incorporated into the wastewater risk abatement plan (W₂RAP) as stipulated in regulation 13(2).

Operation and maintenance budget and costing

- 24.(1) A Water Services Institution must determine the actual operations and maintenance cost of water treatment and supply (reticulation) per water supply system and express this in R/m³. This determination must include –
 - (a) energy use for treatment and pumping.
 - (b) compensation of employees.
 - (c) chemical costs; and
 - (d) maintenance cost.
- (2) A Water Services Institution must have a cost reflective Operation and Maintenance budget per water supply system for water treatment and supply (reticulation) and wastewater system (collection and treatment).
- (3) A Water Services Institution may define specific on-site sanitation components of a basic sanitation facility that will remain the responsibility of the household for maintenance and repair.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Water and sanitation services infrastructure management**

- 25.(1) A Water Services Authority must ensure that all water and sanitation infrastructure are planned for the full life cycle, and that all life-cycle elements and costs are considered and must be in accordance with the Water Services Infrastructure Asset Management Strategy (2011) (Annexure B).
- (2) Asset management must be proactive, on-going, and entrenched in the responsibilities of the water service providers.
- (3) Asset Management Plans and registers must be developed by water services authorities and water services providers and be included in the Water Services Development Plans.
- (4) A Water Services Authority must—
- (a) establish a Water and Sanitation Asset Management Team.
 - (b) establish levels of service and key performance indicators in line with these standards.
 - (c) create a detailed inventory to component level of water and sanitation assets.
 - (d) design a risk assessment programme, considering water and sanitation assets to be managed and how they might fail.
 - (e) establish the remaining useful life of water and sanitation assets.
 - (f) record all breaks and failures, including leaks.
 - (g) for underground water and sewer pipelines, conduct a pipe replacement analysis or study to determine a multi-year replacement budget.
 - (h) gauge the current condition of water and sanitation assets through condition assessments as set out in Regulations 22(5) & 23(6).
 - (i) plan and budget for refurbishment and upgrading.

Water services audit as a component in the Water Services Development Plan

- 26.(1) A Water Services Institution must include a water services audit in its annual report on the implementation of its water services development plan required in terms of section 18(1) and (2)(a) of the Act, which must also be submitted to the department, using the WSDP platform at www.ws.dws.gov.za/wsdp.aspx, on an annual basis, within 4 months after the end of each municipal financial year.

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- (2) A water services audit must assess compliance to these compulsory Standards and must as a minimum, contain the following details:
- (a) The quantity of water services provided which must include at least—
 - (i) the quantity of water used by each user sector.
 - (ii) the quantity of water provided to the Water Services Institution by another Water Services Institution.
 - (iii) the quantity of wastewater received at sewage treatment works.
 - (iv) the quantity of wastewater not discharged to wastewater treatment works and approved for use by the Water Services Institution.
 - (v) the quantity of faecal sludge received at faecal sludge treatment works and beneficiated.
 - (vi) the quantity of faecal sludge disposed and the coordinates on the disposal site.
 - (b) The levels of services rendered which must include at least—
 - (i) the number of user connections in each user sector.
 - (ii) the number of households provided with water through communal water services works.
 - (iii) the number of consumers connected to a water reticulation system where pressures rise above 90m at the consumer connection.
 - (iv) the number of households provided with sanitation services through consumer installations connected to the sewerage system.
 - (v) the number of households with access to basic sanitation services.
 - (vi) the number of new water supply connections.
 - (vii) the number of new sanitation connections.
 - (viii) the number of on-site sanitation systems in each user sector.
 - (ix) the number of households provided with onsite sanitation through communal facilities.
 - (x) the type of onsite sanitation systems.
 - (xi) the number of new onsite sanitation systems provided.

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS

- (xii) the number of sanitation systems with full containments (tanks or pits).
- (c) The numbers provided in compliance with sub-regulation (2)(b) must be expressed as a percentage of the total number of connections or households.
- (d) A record of all water measuring devices installed (including Bulk, Zonal, District, and Consumer meters) and water measuring devices tested must include at least—
 - (i) the number of new measuring devices installed.
 - (ii) the number of measuring devices tested (in-situ-verification).
 - (iii) the number of measuring devices replaced expressed as a percentage of the total number of meters installed on an annual basis.
- (e) The water quality sampling programme required under regulation 5(4), the results of the comparison set out in regulation 5(5) and any non-compliance reported as required under regulation 5(6).
- (f) Water conservation and water demand management must include at least—
 - (i) the results of the water balance as set out in regulation 17.
 - (ii) the total quantity of water losses and non-revenue water.
 - (iii) the demand management activities undertaken.
 - (iv) measures implemented to reduce water losses and non-revenue water.
 - (v) the progress made in the installation of water efficient devices; and
 - (vi) performance measured against key performance indicators.
- (g) A Water Services Institution's compliance status to regulation 20(2) and 20(3) and progress of implementation toward achieving compliance.
- (h) The integrated response plan to mitigate the adverse impact of electricity supply on critical water services infrastructure.
- (i) Evaluation of efficacy of measures implemented to address risk findings from the annual condition assessment and three-yearly process audits as required for water treatment works and the water supply network (sub-regulation 22) and the wastewater system (sub-regulation 23).
- (j) A Water Services Institution must provide evidence of the operations and maintenance expenditure per annum which must be measured in relation to the original budget contemplated in regulation 24(2).

COMPULSORY NATIONAL WATER AND SANITATION SERVICES STANDARDS**Compliance**

27. Water Services Authority may identify provisions where immediate compliance cannot be achieved and develop a plan detailing how compliance will be achieved progressively. This must be submitted on the Integrated Regulatory Information Management System for consideration and approval by the Department within 6 months of the publication of the regulations.

Offences

28. The following provisions are considered offences under the Water Services Act and its provisions on penalties:
- (a) any prohibitions provided under section 11
 - (b) failure to issue advisory notices on failures on drinking water (section 5)
 - (c) failure to adhere to or provide plans required under sections 2(9), 6(15), 16(9), 20, 26(1), and 27
 - (d) Failure to dispose faecal sludge at an authorised treatment facility (Section 13 (4)(d)).

Repeal of regulations

29. The Regulations relating to compulsory national standards and measures to conserve water published by General Notice Regulation 509 of 8 June 2001 are hereby repealed.

Short title

30. These Regulations are called the Compulsory National Water and Sanitation Services Standards, 2024.

ANNEXURE A

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

In the Department's Drinking Water Quality Framework (Annexure B), a Failure Response Model (including an Incident Management Protocol) is provided for dealing with drinking water quality failures

WSIs must ensure that the latest SANS standards are utilised to be read with the protocol.

DRINKING WATER QUALITY INCIDENT AND EMERGENCY PLANNING

Emergency protocols and communication plans are essential during a drinking water failure to ensure that key stakeholders are kept fully informed, and the roles and responsibilities of individuals and organisations are clearly outlined to avoid miscommunication and duplication of effort. Proper emergency planning also allows timeous interventions to be taken to rectify the situation and ensures that affected communities are properly informed and have alternative safe drinking water during the problem.

Incident and emergency response protocols should be regarded as a priority with necessary resources committed to developing emergency response plans. The development of an appropriate plan involves a review of the hazards and events that can lead to emergency situations, including:

- accidents which increase levels of contaminants (for example, spills in catchment, incorrect dosing of chemicals).
- leaks in the distribution system where negative pressures are experienced during low flow periods.
- equipment breakdown and mechanical failure.
- prolonged power failures.
- extreme weather events (for example flooding), and
- human actions (for example strikes resulting in lack of control of the treatment plant).

Key areas to be addressed in incident and emergency response plans include clearly specified:

- response actions including increased monitoring.
- responsibilities and authorities internal and external to the organization.
- plans for emergency water supplies.
- communication protocols and strategies including notification procedures (internal, regulatory body, media and public); and
- mechanisms for increased health surveillance.

Training in emergency response is important to ensure that employees have the skills and knowledge to effectively manage any potential incidents and/or emergencies. Incident and emergency response plans, particularly communication protocols should be regularly reviewed and practiced improving preparedness. Change control should be diligently exercised when personnel join or leave each organization.

Following any incident/emergency situation, an investigation of the incident and/or emergency should be undertaken and a debriefing with all involved staff should be conducted to discuss performance and address any issues or concerns.

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

Appropriate documentation and reporting of the incident/emergency should also be established. The organization should learn as much as possible from the incident to improve preparedness and planning for future incidents. Review of the incident may indicate necessary amendments to existing protocols.

Communication with the community is essential for restoring consumer confidence and Water Services Institution credibility after an incident and/or emergency situation. Notifications advising the end of an incident/emergency and information regarding the cause of the incident and the actions taken to minimise future occurrences are necessary activities for allaying community concerns.

DWS DRINKING WATER QUALITY FAILURE RESPONSE MODEL

In this protocol, drinking water quality failures are defined and classified into Alert Levels based on the magnitude and extent of the failure, as well as the risks to public health posed by the failure. Relevant actions, in compliance with the SANS 241, are detailed to rectify the failure and communicate the health risks to the community and relevant authorities.

Definition of a Drinking Water Quality failure

In regulation 5 WSI must compare drinking water quality results with the prescribed National Drinking Water Standards (SANS 241). The ideal situation is where drinking water quality satisfies the SANS 241 limits, suitable for lifetime consumptions. Where water fails SANS 241 limits, efforts are required to ensure that water quality is improved. Importantly, when a health-related water quality determinand does not comply with SANS 241 limits, this is regarded as a failure and would pose a threat to consumers.

Clear Maximum Allowable limits are provided in Table 2 of SANS 241 (Part 1) for microbiological, physical, aesthetic and chemical determinands.

Microbiological determinands can cause the water to fail the Drinking Water specification if they exceed the allowable compliance contribution specified in Table 1 of SANS 241. Furthermore, where a single microbiological test result exceeds the value given in SANS 241 column 4 of Table 1 (for example, *E. coli* > 1 count per 100 mL, or total coliform > 10 counts per 100 mL), and is confirmed as such by a further test, this is regarded as a drinking water quality failure and the required remedial actions and drinking water quality failure response shall follow.

Drinking Water Quality Failure Response

Drinking water quality failures can be considered acute or chronic, depending on associated risks and/or concentrations of the determinands, and therefore require different management approaches. Acute water quality failures are of a short duration, can do harm even with short exposure, and usually result from treatment process inefficiency, water works breakdown or outbreak of bacteriological and protozoan parasite contamination. Acute failures require immediate intervention and if properly managed, can avoid a significant threat to consumers. Examples of acute failures are outbreaks of *Cryptosporidium* and *Giardia*, and equipment breakdown resulting in overdosing treatment chemicals.

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

DWS have designated three Alert Levels (See figure 1a and b) to respond to acute drinking water quality failures:

- **Alert Level I (Drinking Water Incident - no significant risk to health):** Routine problems including minor disruptions to the water system and single sample non-compliances.
- **Alert Level II (Drinking Water Failure - potential minor risk to health):** Minor emergencies, requiring additional sampling, process optimisation and reporting/communication of the problem.
- **Alert Level III (Drinking Water Emergency - potential major risk to health):** Major emergencies requiring significant interventions to minimise public health risk (Engagement of a designated Emergency Management Team).

Chronic drinking water quality failures have cumulative effects and usually cause harm due to prolonged low-level exposure to a certain Determinand. Chronic failures are a result of poor source water quality, inadequate treatment processes and poor distribution system infrastructure. Examples of chronic failures are continuous low-level failure of microbiological determinands, or combined trihalomethane concentrations exceeding limits related to high organic loadings in the raw water source. Chronic water quality failure responses require a more co-operative governance approach, with a range of key stakeholders required for interventions.

Incident Management Protocol for Drinking Water Quality

The Incident Management Protocol for Drinking Water Quality is detailed in Table 1 and focuses primarily on the protection of public health and acute drinking water failures (Table 1a) but also includes incidents with aesthetic impacts (Table 1b).

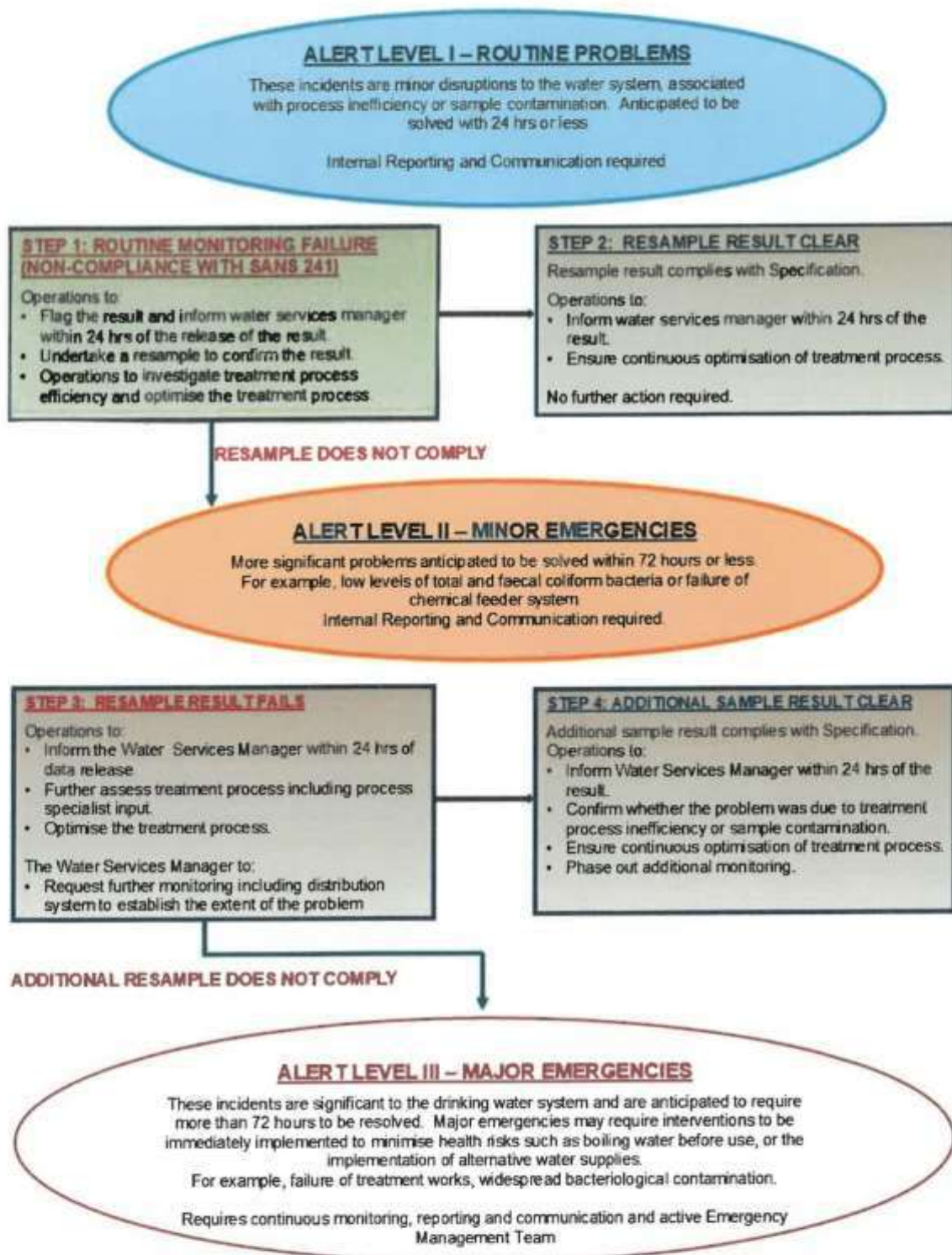
Boil Water Advisories

If the drinking water emergency relates to an *E. coli* failure, a Boil Water Advisory may be required to be issued. Boil water advisories are most frequently based on unacceptable bacteriological quality. This may be because of a significant deterioration in source water quality, equipment malfunction during treatment or distribution or inadequate disinfection or disinfectant residuals. A boil water advisory may also follow the occurrence of an outbreak of illness in the community that has been linked to consumption of the water.

During a boil water advisory, it is essential that all water destined for drinking, preparing infant formulas, juices and ice cubes, washing fruits and vegetables, cooking or dental hygiene be boiled. Consumers need to be informed to hold water at a rolling boil for one minute to inactivate all waterborne pathogenic micro-organisms.

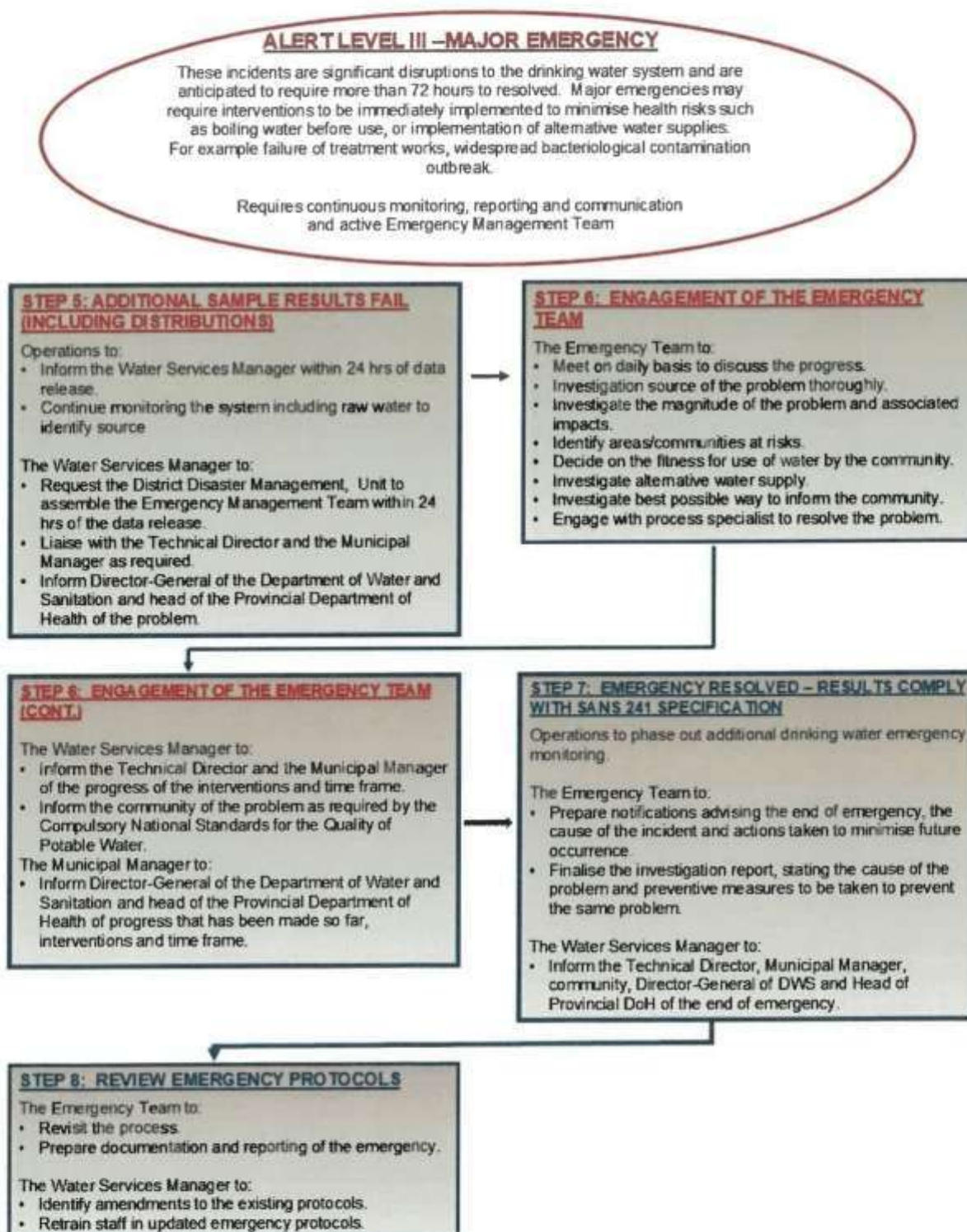
INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

FIGURE 1a: Acute Drinking Water Quality Failure Model – Response actions



INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

FIGURE 1b: Acute Drinking Water Quality Failure Model – Response actions(continued)



INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

The Boil Water Advisory may be withdrawn when:

- the treatment, distribution or operational failure has been corrected, and the contaminated water has been flushed from the distribution system.
- the microbiological quality and disinfectant residual of the treated water in at least two consecutive sets of samples has returned to an acceptable level (zero *E. coli* per 100 mL and adequate disinfectant in the distribution system).

Emergency Management Team

As part of emergency preparedness planning, key role-players in the water sector should be identified and form an Emergency Management team. The Emergency Management team will ensure better management of the emergency situation by involving a number of role players with different expertise to manage the situation. The team plans for coordination of activities, specific roles for stakeholders and reporting protocol, it also manages internal and external communications and information. Depending on the scale of the drinking water quality failure, the District or Provincial Disaster Management Unit may be required to coordinate and manage the compilation of the Emergency Management Team.

The Emergency Management Team should include a range of key stakeholders involved in a drinking water failure crisis, including:

- District or Provincial Disaster Management Unit.
- WSA Water Services Manager.
- WSA Water Works Operations.
- WSA Consumer Services Unit.
- Provincial Department of Local Government.
- DWS Regional Office.
- Department of Health and the District Municipality Environmental Health Practitioners.
- Relevant Non-Governmental Organisations and Community-Based Organisations.
- Community leaders, and
- Other experts in public health or water treatment, as required.

The Emergency Management team members' database with the names and contact details of the members should be readily available and the relevant Water Services Institution must ensure that the database is updated regularly (for example 6-monthly) to ensure that it is accurate.

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

Table 1a: Incident Management Protocol for Health-related Drinking Water Quality Incidents

Water quality Determinand and concentration	Health Implication / Risk	Incident Management Reporting	Required response time	Action
Alert Level I (Drinking Water Quality Incident)				
• 1 <i>E. coli</i> per 100mL • 1 Somatic coliphage per 10mL • Any health-related Physical or Chemical result that exceeds the upper limit of SANS 241 Drinking Water limit	• Insignificant chance of infection. • Very slight risk of viral infection with continuous exposure. • Insignificant risk to health – suitable for lifetime consumption.	Internal reporting and communication needed to WSA Manager	Within 24 hrs. of result release	• Communicate out-of-range result(s) to relevant Municipal staff. • Assess associated information and implement corrective action to rectify the incident or resample to confirm result if required. • If resample result confirms the initial result, implement corrective action to rectify the incident. If resample result exceeds the concentrations specified in Alert Level I, proceed to Alert Level II.
Alert Level II (Drinking Water Quality Failure)				
• 2-10 <i>E. coli</i> per 100mL • 2-10 Somatic coliphages per 10 mL • 1 <i>Cryptosporidium</i> / <i>Giardia</i>/10L • Turbidity result > 1 NTU • Fluoride results 1.5–1.7 mg/L	• Clinical infections are unlikely in healthy adults but may occur in sensitive groups. • Low risk of viral infection with continuous exposure. • Low risk of protozoan parasite infection. • Indirect associated impacts on health through the shielding of bacteria from disinfection. • Slight mottling of dental enamel.	Internal and External	Same day as result release	• Request additional monitoring as required (both spatially and increased frequency) to establish the source of the contamination and the risk to public health. • Assess treatment process efficiency and implement corrective action to optimise the treatment process. • Communicate the drinking water failure and health risk to the relevant Municipal staff, DWS and Provincial Department of Health. If any additional sample results exceed concentrations specified in Alert Level II, proceed to Alert Level III.

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

Water quality Determinant and concentration	Health Implication / Risk	Incident Management Reporting	Required response time	Action
Alert Level III (Drinking Water Quality Emergency)				
• >10 <i>E. coli</i> per 100mL • >10 Somatic coliphages per 10 mL • >1 <i>Cryptosporidium</i> / <i>Giardia</i>/10L • Fluoride result >1.7 mg/L • Any health-related Physical or Chemical result that exceeds the upper limit of SANS 241: Drinking Water limit (with exception of turbidity)	• Clinical infections are common, even with once-off consumption. • Significant and increasing risk of infectious disease transmission. • Significant risk of protozoan parasite infection. • Significant risk to human health – exceedance of maximum allowable limits. • Severe tooth damage and skeletal fluorosis with long-term exposure	Internal and External	Immediate	• Engage Emergency Management Team. • Communicate drinking water emergency and health risk to relevant Municipal staff, DG of DWS, Head of Provincial Department of Health. • Continue additional monitoring and extend to the distribution system and point-of-use to establish the source and extent of the incident and the risk to public health. • Assess the communities at risk and the need for an alternate water supply. • Communicate drinking water emergency to community. • Implement specialist process assessment and optimisation of the Drinking Water Supply System from catchment to consumer. • Phase out additional monitoring once the source of the incident has been identified and rectified and two consecutive results have been within specification. • Prepare notifications advising of the end of the emergency. • Assess required preventative action to reduce the likelihood of the incident recurring. • Prepare a report to document and close the incident. • Review and update Incident Management Protocol. • Retrain staff on revised Incident Management Protocol.

Table 1b: Incident Management Protocol for Aesthetic Drinking Water Quality Incidents

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

Water quality Determinand and concentration	Health Implication / Risk	Incident Management Reporting	Required response time	Action
Alert Level I (Drinking Water Quality Incident)				
- Geosmin or 2-MIB 11 - 20 ng/L - Iron 0.4 - 1.0 mg/L - Manganese 0.1-0.2 mg/L	- Moderate unpleasant tastes/odors. - Slight taste and color, slight staining of white clothes - Slight taste and color, moderate staining of clothes and fixtures	Internal	Within 24hrs. of result release	- Communicate out-of-range result(s) to relevant Municipal staff. - Assess associated information and implement corrective action to rectify the incident or resample to confirm result if required. - If a resample result confirms the initial result, implement corrective action to rectify the incident. If resample result(s) exceeds the concentrations specified in Alert Level I, proceed to Alert Level II.
Alert Level II (Drinking Water Quality Failure)				
- Geosmin or 2-MIB >20 ng/L - Iron 1.1-2.0 mg/L - Manganese 0.2 -0.4 mg/L	- Moderate unpleasant tastes/odors - Moderate taste and color, moderate staining of white clothes - Moderate taste and color, increasing staining of clothes and fixtures	Internal and External	Same day as result release	- Request additional monitoring as required (both spatially and increased frequency) to establish the source of the contamination and the aesthetic impact. - Assess treatment process efficiency and implement corrective action to optimise the treatment process. - Communicate the drinking water failure and aesthetic impact to the relevant Municipal staff. If any additional sample results exceed concentrations specified in Alert Level II, proceed to Alert Level III.

INCIDENT MANAGEMENT PROTOCOL FOR DRINKING WATER QUALITY FAILURES

Water quality Determinand Determinand and concentration	Health Implication / Risk	Incident Management Reporting	Required response time	Action
Alert Level III (Drinking Water Quality Emergency)				
• Iron >2 mg/L • Manganese >0.4 mg/L	• Objectionable and increasing unpleasant tastes/odors • Objectionable taste and appearance, staining of clothes • Off-putting taste and appearance, severe staining of clothes and fixtures	Internal and External	Immediate	• Continue additional monitoring and extend to the distribution system and point-of-use to establish the source and extent of the incident and the aesthetic impact. • Communicate aesthetic drinking water emergency to community. • Implement specialist process assessment and optimisation of the Drinking Water Supply System from catchment to consumer. • Phase out additional monitoring once the source of the incident has been identified and rectified and two consecutive results have been within specification. • Prepare notifications advising of the end of the aesthetic drinking water emergency. • Assess required preventative action to reduce the likelihood of the incident recurring. • Prepare a report to document and close the incident. • Review and update Incident Management Protocol. • Retrain staff on revised Incident Management Protocol.

ANNEXURE B: Referenced Documents

Electronic copies of the following referenced documents can be found and downloaded from <https://ws.dws.gov.za/iris/documents.aspx> or on links where provided below:

A Drinking Water Quality Framework for South Africa, Department of Water and Sanitation, December 2005.

A Protocol to manage the potential of groundwater contamination from on-site sanitation Practices, March 2003.

Guidance on drinking water treatment process audits and plant optimisation, WRC Report No TT755/18, August 2018.

Guidelines for Greywater use and management in South Africa, Water Research Commission Report no TT746/17, March 2018.

Guideline for human settlement planning and design (the Red Book), Department of Housing and CSIR, BOUTEK Report no BOU/E2001.

Guidelines for the Utilisation and Disposal of Wastewater Sludge:

Volume 1 of 5 Impact assessment, Water Research Commission Report TT 39/09, 2009.

Volume 2 of 5 Requirements for the agricultural use of wastewater sludge, Water Research Commission Report no TT 262,06

Volume 3 of 5 Requirements for the on-site and off-site disposal of sludge Water Research Commission Report TT 39/09, 2009.

Volume 4 of 5 Requirements for the beneficial use of sludge at high loading rates, Water Research Commission Report TT 350/09, 2009.

Volume 5 of 5 Requirements for thermal sludge management practices and for commercial products containing sludge, Water Research Commission Report TT 351/09, 2009.

Guideline for the preparation of an IWA water balance to determine Non-Revenue water and water losses (Department of Water and Sanitation, 2014).

Guidelines on Sanitation and Health (2018) World Health Organization.

Integrated Water Sector Skills Intervention Map Based on a Sector Skills Gap Analysis, Water Research Commission Report 2113/1/14, March 2015.

Maintenance management standard for immovable assets www.publicworks.gov.za May 2017.

Part 3 (Emergency Housing Programme) of the National Housing Code, Volume 4 (Department of Human settlement (2009).

Regulations for Hazardous Biological Agents, 2022 Government Notice R1887 of 2022.

Regulations relating to compulsory national standards for process controller and water services works, Government Notice Regulation 3630, June 2023.

Referenced Documents:

Regulation R634 National Environmental Management: Waste Act: Waste Classification and Management Regulations (23 August 2013, Gazette 36784)

Regulation R635 National Environmental Management: Waste Act: Waste National Norms and Standards for the assessment of waste for landfill disposal (23 August 2013, Gazette 36784)

Regulation R636 National Environmental Management: Waste Act: Waste National Norms and Standards for disposal of waste to landfill (23 August 2013, Gazette 36784)

Regulation R715 National Environmental Management: Waste Act: Exclusion of a waste stream of a portion of a waste stream from the definition of waste (18 July 2018, Gazette 41777)

Sanitation Safety Planning Manual (2022) World Health Organization.

Standard Operating Procedures for Groundwater Source Development for Community Water Supply Projects" 2023.

Wastewater Risk Abatement Plan, A W₂RAP guideline, Water Research Commission Report TT 489/11, June 2011.

Water And Sanitation Services on Privately Owned Land Policy 2023.

Water borne sanitation operations and maintenance guide, Water Research Commission Report TT 482/11, March 2011.

Water Services Infrastructure Asset Management Strategy (Department of Water and Sanitation 2011).



Western Cape Government • Wes-Kaapse Regering • URhulumente weNtshona Koloni

PROVINCE OF THE WESTERN CAPE

PROVINSIE WES-KAAP

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LOCAL AUTHORITY

City of Cape Town: Water Amendment By-law, 2018 2



CITY OF CAPE TOWN
WATER AMENDMENT BY-LAW, 2018
APPROVED BY COUNCIL: 31 MAY 2018
C 07/05/18

CITY OF CAPE TOWN
WATER AMENDMENT BY-LAW, 2018

GENERAL EXPLANATORY NOTE:

[] Words in bold type in square brackets indicate omissions from existing enactments.

_____ Words underlined with a solid line indicate insertions in existing enactments.

To amend the City of Cape Town: Water By-law, 2010, so as to amend and insert certain definitions; to provide for the control and regulation of water services in the City; to provide for the implementation of prepayment meters and private sub-meters; to provide for the registration of plumbers; to provide for the cancellation of registration of plumbers; to provide for the responsibilities of plumbers; to provide for the imposition of water restrictions; to provide for the installation of alternative water systems; to amend the provision relating to Offences and Penalties; to provide for the substitution of Schedule 1; to repeal Schedule 4; and to provide for matters connected therewith.

BE IT ENACTED by the Council of the City of Cape Town, as follows:-

Amendment of section 1 of the City of Cape Town: Water By-law, 2010

1. Section 1 of the City of Cape Town: Water By-law, 2010, (hereinafter referred to as the principal By-law) is hereby amended—

(a) by the addition of the following definitions before the definition for **“authorized official”**:

“alternative water” means water sourced from a supply other than municipal drinking water, including: -

(a) grey water,

(b) rainwater,

(c) treated effluent;

(d) surface water including sea water; and

(e) water from a borehole, well, well-point or spring;:

“associated protective devices” means the safety devices that forms part of the hot water cylinder installations which prevents excessive temperatures or pressures within the system;:

- (b) by the substitution for the definition of **“authorized official”** of the following definition:

“authorized official” means an [official] employee of the City responsible for [the implementation and enforcement of the provisions of this By-law] carrying out any duty or function or exercising any power in terms of this By-law and includes employees delegated to carry out or exercise such duties, functions or powers;’;

- (c) by the substitution for the definition of **“City”** of the following definition:

“City” means the City of Cape Town, a municipality established by the City of Cape Town Establishment Notice No. 479 of 22 September 2000, issued in terms of [section 12 of] the Local Government: Municipal Structures Act, 1998, [(Act No. 117 of 1998)] or any structure or employee of the City acting in terms of delegated authority;’;

- (d) by the substitution for the definition of **“Council”** of the following definition:

“Council” means the Municipal Council of the City [or any political structure, political office bearer, Councillor or staff member of the City, duly authorized by delegation];’;

- (e) by the substitution for the definition the definition of **“domestic purposes”** of the following definition:

“domestic purposes” in relation to the supply of water means water supplied for drinking, ablution and culinary purposes. [excluding toilets and urinals];’;

- (f) by the insertion after the definition of **“health nuisance”** of the following definition:

“industry best practice norms” means recycling and re-using a minimum of 50% of the water used;’;

- (g) by the substitution for the definition of **“meter”** of the following definition:

“meter” means a device installed and maintained by the City which measures the quantity of water passing through as contemplated in the Trade Metrology Act, 1973 (Act No. 77 of 1973) as amended;’;

- (h) by the insertion after the definition of ‘meter’ of the following definition:

“new development” refers to land development for commercial, industrial or housing purposes including sectional title, single title cluster, gated villages, block of flats, etc excluding stand-alone households;’;

- (i) by the insertion after the definition of **“person”** of the following definition:

“**plumbing components**” means any fitment, pipe, fitting, meter, or any other part of a plumbing installation or water services infra-structure that is used to convey water;’;

- (j) by the insertion after the definition of **“pollution”** of the following definitions:

“**prepayment meter**” means a City meter that can be programmed to allow the flow of a pre-purchased volume of water to the customer;’;

“**prescribed charge**” means a fee, charge or tariff determined and imposed by the Council in terms of the Tariff By-law;’;

“**private sub-meter**” means a device owned, installed and maintained by a person other than the City which measures the quantity of water passing through as contemplated in the Trade Metrology Act, 1973 (Act No. 77 of 1973) as amended;’;

- (k) by the deletion of the definition of **“prescribed charge”** where it occurs after the definition of “publish”.

- (l) by the insertion after the definition of **“publish”** of the following definition:

“**registered plumber**” means a plumber registered with the City in terms of section 46A;’; and

- (m) by the insertion after the definition of **“storage tank”** of the following definition:

“**tamper**” includes to alter, cut, disturb, interfere with, interrupt, manipulate, obstruct, remove or uproot by any means, method or device;’.

Substitution for the word “Director” in the City of Cape Town: Water By-law, 2010

2. The principal by-law is hereby amended by the substitution for the word “Director” wherever it appears, of the words “authorized official” except in sections 3(2), 5, 7, 31, 36 (1) and 46A .

Amendment of section 2 of the City of Cape Town: Water By-law, 2010**3. Section 2 of the principal by-law is hereby amended—**

- (a) by the insertion after subsection (1) of the following subsections:

“(1A) The owner is responsible for ensuring compliance with this By-law in respect of all or any matters relating to the water installation, and the maintenance thereof.”;

“(1B) the consumer is responsible for compliance with this By-law in respect of matters relating to the wastage or other abuse of any water.”.

- (b) by the substitution for subsection (5) of the following subsection:

“(5) The [Director may, in consultation with the Executive Director City Health,] City must, where it is not reasonably possible or cost effective to supply water to each consumer within a particular area, determine an alternative manner of water supply.”.

Amendment of section 8 of the City of Cape Town: Water By-law, 2010**4. Section 8 of the principal by-law is hereby amended—**

- (a) by the substitution for subsection (1) of the following subsection:

“8. (1) Any member of the public must[,] inform the Director immediately, on becoming aware of any emergency[, or imminent situation [that requires immediate attention or a situation] that may give rise to the wastage [of water] or pollution of water, [inform the Director immediately.] damage to property, or risk of injury to a person.”.

Repeal of section 11 of the City of Cape Town: Water By-law, 2010**5. Section 11 of the principal by-law is hereby repealed.****Amendment of section 12 of the City of Cape Town: Water By-law, 2010****6. Section 12 of the principal by-law is hereby amended by—**

- (a) by the substitution for paragraph (a) of subsection (1) of the following paragraph:

“(a) unless an agreement referred to in section 13 or [14] 15 has been concluded;”;

(b) by the substitution for paragraph (b) of subsection (2) of the following paragraph:

“(b) determine the **[amount]** volume of water for which the City can claim compensation by using [where proven theft has taken place, the Director must use] the maximum flow rate of a water meter which is [that complies with the regulations relating to water meters published under the Trade Metrology Act, 1973 (Act No. 77 of 1973), and of] the same size **[in diameter as the pipe from]** of the pipe through which the unauthorized water was drawn[.] , and which complies with the Legal Metrology Act, 2014 (Act No.09 of 2014) or as amended.”.

Amendment of section 13 of the City of Cape Town: Water By-law, 2010

7. Section 13 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) Water from the water supply system will not be supplied to any **[new]** premises unless the owner has applied to the City for a supply and such application has been approved by the Director.”;

(b) by the substitution for subsection (3) of the following subsection:

“(3) The owner is liable for all the fees in respect of the supply of water determined in terms of the Tariff By-law until the supply has been interrupted at the request of the owner, or the agreement has been terminated in terms of section 18, and the owner is deemed to be the consumer for all purposes during the **[currency]** term of the agreement.”.

(c) by the insertion after subsection (5) of the following subsection:

“(5A) When an application is made for water supply to a vacant erf, unless otherwise agreed to, the supply is deemed to be for building purposes and will be serviced via a temporary connection.”;

(d) by the substitution for subsection (6) of the following subsection:

“(6) Where the purpose for which the water is applied for in terms of subsection (4)(f), or the extent to which the water is applied for is changed, the owner must promptly, in addition to advising the City of the change, enter into a new agreement with the City[.]including supply provided in terms of section 24(5A).”.

Substitution of section 14 of the City of Cape Town: Water By-law, 2010

8. The following section is hereby substituted for section 14 of the principal by-law:

“Transfer of ownership

14. [(1) The seller must, before transfer of a property, submit a certificate from an accredited plumber certifying that—

- (a) the water installation conforms to the national Building Regulations and this By-law;
- (b) there are no defects;
- (c) the water meter registers; and
- (d) there is no discharge of storm water into the sewer system.

(2) The certificate referred to in subsection (1) must be in the format of the form attached as Schedule 4.]

(1) The seller must before transfer of a property, submit a certificate of compliance from a registered plumber, certifying that the water installation conforms to the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) and this By-law.

(2) The certificate referred to in subsection (1) is available on the City’s website.

(3) Any person who provides false information on a certificate referred to in subsection (1), may be prosecuted in terms of section 64.”.

Substitution of section 19 of the City of Cape Town: Water By-law, 2010

9. The following section is hereby substituted for section 19 of the principal by-law:

“Interference with the water supply

19. [Unless authorized in terms of this By-law, no] No person unless authorized by [other than] the City in terms of this By-law may—

- (a) [manage,] interfere or tamper with, operate or maintain infrastructure belonging to the City for the provision of water services; or
- (b) effect a connection to the water supply system.”.

Amendment of section 21 of the City of Cape Town: Water By-law, 2010**10. Section 21 of the principal by-law is hereby amended—**

(a) by the substitution in subsection (3) for the words preceding paragraph (a) of the following words:

“(3) The Director **[may]** must determine the—”;

(b) by the substitution for subsection (7) of the following subsection:

“(7) Unless otherwise agreed to by the Director, only one communication pipe per type of water installation, may be provided to any premises, **[irrespective of the number of accommodation units, business units or consumers located on such premises]** to determine water use.”;

(c) by the deletion of subsection (9).

Amendment of section 24 of the City of Cape Town: Water By-law, 2010**11. Section 24 of the principal by-law is hereby amended—**

(a) by the insertion after subsection (5) of the following subsection:

“(5A) No water installation will be supplied with water through a communication pipe which was installed to provide water for building construction purposes until the certificate of approval referred to in section 46B (b) has been received by the City and if no such certificate has been received, the Director may disconnect or restrict the water supply to that water installation.”;

(b) by the substitution in subsection (6) for the words preceding paragraph (a) of the following words:

“(6) The Director may install a Water Management Device or prepayment meter at any premises as part of the water meter and its associated apparatus to—”;

(c) by the substitution for subsection (7) of the following subsection:

“(7) Where a Water Management Device or prepayment meter has been installed at any premises, a consumer may request to enter into an agreement with the **[Director]** City in terms of the City’s Credit Control and Debt Collection Policy and it’s Credit Control and Debt Collection By-law, 2006, to set the [drinking] domestic water supply to their premises to a predetermined daily volume.”.

Amendment of section 27 of the City of Cape Town: Water By-law, 2010

12. Section 27 of the principal by-law is hereby amended—

(a) by the substitution for paragraph (a) of the following paragraph:

“(a) agreement for supply has been terminated in terms of section [17] 18 and the Director has not received an application for a subsequent supply of water to the premises served by the communication pipe within a period of 90 days of such termination;”.

Amendment of section 28 of the City of Cape Town: Water By-law, 2010

13. Section 28 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) Water supplied to premises must pass through a meter, installed between the communication pipe and water installation, **[in a position determined by the Director, provided that a meter may be dispensed with in the case of—**

- (a) an automatic sprinkler fire installation;**
- (b) a fire installation in respect of which steps have been taken to detect unauthorized draw-off of water for purposes other than fire-fighting;**
- (c) circumstances determined by the Director; or**
- (d) where water is consumed through an existing unmetered fire connection.]”;**

(b) by the substitution for subsection (2) of the following subsection:

“(2) The Director may, after informing the owner of the property in writing of his or her intention to install a meter to an existing unmetered fire connection **[referred to in subsection (1)(d)]**, at the cost of the City, install such meter and subsequently render an account for water consumed through the connection.”;

(c) by the substitution for subsection (3) of the following subsection:

“(3) A meter and its associated apparatus that is provided and installed by the City, remains the property of the City and may be replaced when deemed necessary by the Director.”;

(d) by the substitution for subsection (9) of the following subsection:

“(9) The Director may at the cost of the owner, install or require the installation of a private sub-meter, [or volume controlling device] water management device or prepayment meter to each section, business or dwelling unit on any premises for use in determining the quantity of water supplied to each section, business or dwelling unit or portion of the premises.”;

(e) by the substitution for subsection (13) of the following subsection:

“(13) If access for reading purposes to a meter, installed in terms of subsection (4)(a) is denied, the owner is[,] during the period of such denial, liable for the cost of the water wasted, should a leak develop on such meter and its associated apparatus and their fittings, **[or become visible on the section of the service pipe within such premises, and is measured by a meter installed in accordance with subsection (12)(a).]**”;

(f) by the substitution for subsection (20) of the following subsection:

“(20)(a) Where the owner, **[or]** person in charge or management of any premises on which several **[accommodation]** units are situated, requires the supply of water to such premises for the purpose of supply to the different **[accommodation]** units or to different portions of the premises, the Director **[may]** must provide and install **[either—]**

[(a)] a single meter in respect of the premises as a whole subject to item 20(b) **[or any number of such accommodation units; or]**

(b) The Director may approve an application for deviation where separately motivated. **[(b) a separate meter, situated at the property boundary on the land vested in the City, for each accommodation unit or any number thereof.]**”;

(g) by the substitution for subsection 21 of the following subsection:

“(21) Where **[the Director has installed]** a **[single]** meter as contemplated in subsection (20)**[(a)]** is installed, the owner, **[or the]** person in charge or management of the premises must install and maintain on each branch pipe **[extending from the communication pipe]** to the different **[accommodation]** units—

(a) **[a separate meter]** an isolating valve; and

(b) **[an isolating valve]** a water management device, prepayment meter or a private sub-meter,

and will be liable to the City for payment of the prescribed charges for all water supplied to the premises through such a meter, irrespective of the different quantities consumed by the different consumers served by such meter.”.

(h) by the addition after subsection (21) of the following subsections :

“(22) “Where separate private sub-meters exist for individual dwelling or commercial units on any land, the owner or person in charge or management of the premises must monitor and record the monthly usage of each individual unit and retain detailed records in respect thereof for a period of at least twenty four months.

(23) The person in charge or management of premises upon which separate private sub-meters exist for individual dwelling or commercial units must notify the City and provide proof to the City of water usage upon any such unit which transgresses any water restrictions or exceeds directed usage limits prescribed by the Director from time to time, within twenty one days of such transgression or exceedance being observed. The City shall thereupon be entitled to take such enforcement steps as are prescribed in this By-law directly against the owner or person in charge of the relevant unit.”.

Amendment of section 31 of the City of Cape Town: Water By-law, 2010

14. Section 31 of the principal by-law is hereby amended

(a) by the substitution for subsection (4) of the following subsection:

“(4) Subject to subsection (1), [R]esale of water [is intended to] covers the supply of water—

[(a) to other municipalities;

(b) to the Ports Authority of South Africa;

(c) to Airports Company of South Africa ;]

(d) in cases where the City cannot gain direct access to a property;

(e) where the expansion of the City’s network to serve a property cannot be undertaken immediately;
or

(f) where a bulk main passes a property which cannot be served by another water service authority.”.

Amendment of section 32 of the City of Cape Town: Water By-law, 2010

15. Section 32 of the principal by-law is hereby amended—

(a) by the substitution for subsection (5) of the following subsection:

“(5) Where a meter installed in terms of section 28 (4) (a) and (4)(b), has ceased to function and does not register the consumption through it, it is deemed to be defective.”. [Estimation of quantity of water supplied to consumer through defective meter]

Substitution of section 33 of the City of Cape Town: Water By-law, 2010

16. The following section is hereby substituted for section 33 of the principal by-law:

“Estimation of quantity of water supplied to consumer through defective meter

(1) If a meter is found to be defective in terms of section 31(3), (4) or (5), the Director may estimate the quantity of water consumed during the period in which such meter was defective, in line with the City of Cape Town’s Tariff policy, and on the basis of the average daily quantity of water supplied over—

- (a) a period between two successive meter readings subsequent to the replacement of the meter;
- (b) a period in the previous year corresponding to the period in which the meter was defective; or
- (c) the period between three successive meter readings prior to the meter becoming defective, whichever the Director considers the most appropriate.

(2) If the quantity of water supplied to a consumer during the period when the meter was defective cannot be estimated in terms of subsection (1), the Director may estimate the quantity on any other basis that is available.

(3) The consumer must be informed of the method used by the Director to estimate the quantity of water supplied to him or her, as contemplated in subsection (1) or (2), and be given an opportunity to make representations to the Director **before a final estimate is arrived at**.”.

Amendment of section 34 of the City of Cape Town: Water By-law, 2010

17. Section 34 of the principal by-law is hereby amended—

- (a) by the substitution for subsection (4) of the following subsection:

“(4) Rebates will only be granted in terms of underground leaks, for categories specified in the City of Cape Town’s Tariff Policy, and where the repair of such leak was **[visually]** confirmed by an official of the City.”.

Amendment of section 35 of the City of Cape Town: Water By-law, 2010

18. Section 35 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) If the Director requires, for purposes other than charging for water consumed, to ascertain the quantity of water which is used in a part of a water installation, he or she may by written notice, advise the owner concerned of his or her intention to install a measuring device or a prepayment meter at any point in the water installation that he or she may specify.”.

Amendment of section 36 of the City of Cape Town: Water By-law, 2010

19. Section 36 of the principal by-law is hereby amended—

(a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words:

“(1) The Director may, by public notice, whenever there is scarcity of water **[available to it]** for distribution and supply to consumers, or for any other good cause—”.

(b) by the addition after subsection (5) of the following subsections:

“(6) Council may impose water restrictions by issuing a direction in terms of sections 54(3)(b) and 55(2) of the Disaster Management Act, 2002 (Act 57 of 2002), where a local disaster has been declared due to a scarcity of water or in an effort to prevent such a disaster from being declared.

“(7) A person who fails to comply with water restrictions imposed in terms of subsection (6), is guilty of an offence and is liable to a fine or upon conviction to a period of imprisonment not exceeding six months.”.

Deletion of sections 39, 40 and 41 of the City of Cape Town: Water By-law, 2010

20. Sections 39, 40 and 41 of the principal by-law are hereby deleted.

Amendment section 42 of the City of Cape Town: Water By-law, 2010

21. Section 42 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) If an owner wishes to **[install]** ~~construct~~ a new water installation, ~~or extend an existing one~~ he or she must first obtain the written approval of the Director on plans submitted for scrutiny, provided that approval is not required for the repair or replacement of an existing pipe or water fitting other than a fixed water heater and its associated protective devices, in which instance, a notice of notification is required.”.

(b) by the deletion of subsection (3).

(c) by the substitution for subsection (5) of the following subsection:

“(5) ~~Where renovations to an existing building triggers a building plan approval process, full details of any [proposed] water conservation and demand management system or alternative water systems [such as a grey water system, air conditioner or bleed-off] for flushing toilets, irrigation, swimming pool filling or top-up or other non – domestic purposes must accompany the building plans.”; and~~

(d) by the addition after subsection (5) of the following subsections:

“(6) All new developments must provide for the installation of water conservation and demand management systems or alternative water systems for non-domestic purposes and full details thereof must accompany the building plans.

(7) The owner must notify the City when any of the following plumbing components are either installed or changed:

(a) a fixed water heater;

(b) heat pump installations; and

(c) solar hot water panels,

together with their associated protective devices.

(8) The provisions of this section do not exempt any person from complying with relevant policies, standards or any applicable legislation.”.

Amendment of section 44 of the City of Cape Town: Water By-law, 2010

22. Section 44 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) Unless the Director has in writing determined otherwise, the drawings depicting the new or amended water installation must be on sheets of a size not smaller than A4 and must provide information in the form required by Clause 4.1.1 of SANS 10252:~~[2004]~~ 2012 Part 1, or as amended, a copy of which may be obtained from the Director.”;

(b) by the substitution for subsection (3) of the following subsection:

“(3) If more than one type of water installation is to be installed in a building, such installations may be shown on the same drawing, provided they are clearly differentiated.”;

(c) by the substitution for subsection (4) of the following subsection:

“(4) A schedule must be provided with each drawing or set of drawings, indicating the number and type, of each [type of] terminal water fitting and its nominal size.”.

Substitution of section 45 of the City of Cape Town: Water By-law, 2010

23. The following section is hereby substituted for section 45 of the principal by-law:

“Copies of drawings to be kept on site

45. Until [receipt by] the Director is in receipt of the certificate of [compliance] approval for newly completed or altered water installations, submitted in terms of section 48, a complete set of approved drawings of the installation work must at all times be available at the site of the work.”.

Insertion of section 46A, and section 46B in City of Cape Town: Water By-law, 2010

24. The following sections are hereby inserted in the principal by-law after section 46:

“Registration and cancellation of registration of plumbers

46A. (1) The authorized official must maintain a register of registered plumbers.

(2) A plumber who is qualified and accredited in terms of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008) may register with the City.

(3) The authorized official must consider the application and issue the registered plumber with proof of registration upon payment of a fee determined by Council from time to time.

(4) The authorized official must publish the register of registered plumbers.

(5) Notwithstanding the registering of a plumber's details in terms of subsection (1), the City is not liable for any misleading information, incorrect work, or poor workmanship carried out by the plumber.

(6) Subject to subsection (7), the Director may cancel the registration of a registered plumber and remove his or her name from the register if such registered plumber -

(a) fails to comply with the requirements as contemplated in any provision of this by-law;

(b) falsely or misleadingly completes and issues a certificate of compliance; or

(c) allows his or her registration details to be used in a fraudulent manner.

(7) Prior to cancelling the registration of any registered plumber, the Director

(a) must serve a written notice of pre-cancellation of registration on the registered plumber, which must include reasons; and

(b) must provide an opportunity for the registered plumber to make written representations as to why his or her registration should not be cancelled within 14 days of receipt of such notice.

(8) The Director may via a written notice cancel the registration of the registered plumber—

(a) 14 days after service of the pre-cancellation notice where no representations are made; or

(b) 21 days after receiving written representations.

(9) The authorized official may, after a period of 12 months of the cancellation and removal from the register of a registered plumber, consider an application to re-register such plumber.

Responsibilities of a registered plumber**46B. Every registered plumber must -**

- (a) ensure that installation or other work done by him or her or under his or her control complies with this by-law;
- (b) submit a certificate of approval for work done, in terms of section 42(1) to the City, certifying that the work is in compliance with this by-law; and
- (c) provide a copy of the approved certificate to the property owner.”.

Amendment of section 47 of the City of Cape Town: Water By-law, 2010**25. Section 47 of the principal by-law is hereby amended—**

- (a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words:

“47(1) No person, who is not qualified and accredited in terms of the **[South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)]** National Qualifications Framework Act, 2008 (Act No.67 of 2008), may-”; and

- (b) by the deletion of subsection (2).

Substitution of section 48 of the City of Cape Town: Water By-law, 2010**26. The following section is hereby substituted for section 48 of the principal by-law—****“Responsibilities of a property owner**

48(1) A property owner must **[ensure that the installation work done on his or her premises]** –

- (a) ensure that the installation work done on his or her premises is carried out by a [person or] plumber qualified in terms of Section 47;
 - (b) [complies with this By-law;] notify the City of any changes, replacements or installations to the pipework mentioned in section 42(7); and
 - (c) [on completion thereof], ensure that a certificate of [compliance] approval for newly completed or altered water installations, is submitted to the Director.
- (2) If installation work is being done in contravention of section 47, the Director may by written notice require the owner of the premises concerned to cease such work until he or she has employed a qualified plumber to—

- (a) inspect such work and rectify any part of it which does not comply with this By-law;
- (b) test and disinfect the work in terms of section 49; and

(c) ensure that a certificate of **[compliance]** approval for newly completed or altered water installations, stating that the work carried out complies with this By-law, is submitted to the Director.”.

Amendment of section 49 of the City of Cape Town: Water By-law, 2010

27. Section 49 of the principal by-law is hereby amended—

(a) by the substitution for subsection (3) of the following subsection:

“(3) The owner of a premises on which a storage tank is installed must, not less than once in every five years, cause such tank to be drained, inspected and disinfected, in accordance with the relevant standard and procedure set in SANS 10252:**[2004]** 2012 Part 1, or as amended.”;

(b) by the substitution for subsection (5) of the following subsection:

“(5) Before the tank or the water installation served by it referred to in subsection (4) **[(3)]** is returned to use, it must be cleaned and disinfected in accordance with the relevant standard and procedure set in SANS 10252:**[2004]** 2012 Part 1, or as amended.”.

Amendment of section 51 of the City of Cape Town: Water By-law, 2010

28. Section 51 of the principal By-law is hereby amended by:

(a) the deletion of subsection (4); and

(b) the substitution for subsection (5) of the following subsection:

“(5) The Director must make available during working hours copies of Schedule 2 **[as updated in terms of this By-law,]** at the offices of the City.”.

Amendment of section 52 of the City of Cape Town: Water By-law, 2010

29. Section 52 of the principal by-law is hereby amended—

(a) by the substitution in subsection (1) for the words preceding paragraph (a) of the following words:

“(1) An owner and the **qualified and accredited** plumber, who executed the work on his or her behalf, must ensure that—”;

(b) by the substitution for paragraph (a) of subsection (1) of the following paragraph:

“(a) water installations comply with the relevant standard set by—SANS 10252:[2004] 2012 Part 1 or as amended;”;

(c) by the substitution for paragraph (b) of subsection (1) of the following paragraph:

“(b) hot water cylinder installations comply with the relevant standard set by— SANS [10254] 10252:[2004]2012 or as amended;”;

(d) by the substitution for paragraph (c) of subsection (1) of the following paragraph:

“(c) solar heated water installations comply with the relevant standard set by— SANS 10106:[1972]2006 or as amended;”;

(e) by the insertion after paragraph (c) of subsection (1) of the following paragraph:

“(cA) heat pump water installations comply with the relevant standard set by SANS 1352:2012 or as amended;”;

(f) by the substitution for paragraph (d) of subsection (1) of the following paragraph:

“(d) The storage of a minimum quantity of water, to be used for purposes other than fire-fighting or air-conditioning, is provided in accordance with Table 1 of Schedule 3 or as amended;”;

(g) by the substitution for paragraph (e) of subsection (1) of the following paragraph:

“(e) the storage of a minimum quantity of water to be used for flushing of water closets and urinals in commercial and industrial premises is provided in accordance with Table 2 of Schedule 3 or as amended;”;

(h) by the substitution for paragraph (f) of subsection (1) of the following paragraph:

“(f) the design of storage tanks is in accordance with the relevant standard set by SANS 10252: [2004] 2012 Part 1 or as amended and with section 53;”;

(i) by the substitution for paragraph (g) of subsection (1) of the following paragraph:

“(g) the use of pipes supplying water in any installation is in accordance with the relevant standard set by SANS 10252:[2004] 2012 Part 1 or as amended and Schedule 3 or as amended;”;

(j) by the substitution for paragraph (h) of subsection (1) of the following paragraph:

“(h) a non-return valve of similar size as the service pipe immediately downstream of the isolating valve, referred to in section **[28(21)(b),] 23(2)(a) and section 23(2)(b)** is installed;”; and

(k) by the deletion of subsection (6).

Amendment of section 53 of the City of Cape Town: Water By-law, 2010

30. Section 53 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) Any person who installs a storage tank must install it in such a position that its exterior and interior can readily be inspected, cleaned and maintained, unless it is a concrete reservoir that is buried or partly sunk into the ground and has been designed, constructed and tested in accordance with the relevant standard **[set by]** where only the interior is accessible for inspection and cleaning, as per –SANS 10100-1 and SANS 1200-G or as amended.”;

(b) by the substitution for paragraph (c) of subsection (3) of the following paragraph:

“(c) a contamination proof tank is totally enclosed with no other access to its interior, other than an access panel in its side to facilitate inspection and cleaning, which must be at a level where the tank cannot be used unless the access panel cover is in place; **[and]**”;

(c) by the insertion after paragraph (c) of subsection (3) of the following paragraph:

“(cA) that the material the tank is manufactured from, is suitable for the application and is impervious to sunlight; and”;

(d) by the substitution for subsection (4) of the following subsection:

“(4) Unless authorized in writing by the Director, every **[boiler, steam kettle or other apparatus for generating steam, gas producer,] device generating steam, or in a case of a** gas engine or oil engine or any other apparatus in or by which water supplied by the City is used, must be supplied only through a cold water feed tank which utilizes an air gap to separate the incoming mains water from the contents of the tank.”.

Amendment of section 54 of the City of Cape Town: Water By-law, 2010

31. Section 54 of the principal by-law is hereby amended—

(a) by the substitution for paragraph (b) of subsection (1) of the following paragraph:

“(b) any part of the water installation [**on his or her premises**].”;

(b) by the addition of the following subsection:

“(3) Where a property is supplied with potable and alternative water, the owner must ensure that—

(a) no interconnection is effected between the installations; and

(b) the pipe work is correctly colour coded, as per SANS 10140-3:2003 and that the appropriate signage, as per SANS 1186-1:2008 is displayed.”.

Amendment of section 55 of the City of Cape Town: Water By-law, 2010

32. Section 55 of the principal by-law is hereby amended—

(a) by the substitution for paragraph (a) of subsection (1) of the following paragraph:

“(a) hose reel and hydrant installations comply with the relevant standard set by SANS 10252:[**2004**]
2012Part 1 or as amended; and”;

(b) by the substitution for subsection (3) of the following subsection:

“(3) No water will [**be**]continue to be supplied to any fire extinguishing installation—

(a) without a certificate of approval [**issued**] referred to in terms of [**section 47**] section 46B
(b); and

(b) unless the installation complies with the requirements of this By-law.”.

Amendment of section 56 of the City of Cape Town: Water By-law, 2010

33. Section 56 of the principal by-law is hereby amended-

(a) by the substitution for subsection(1) of the following subsection:

“(1) No person may use or permit to be used any water obtained from a source other than the water supply system of the City for domestic purposes[.] ~~without the prior written approval of the Director, and in accordance with any conditions determined by him or her.~~”; and

(b) by the substitution for subsection (2) of the following subsection:

“(2) No person may connect a water supply obtained from any source other than the water supply system of the City to any water distribution system without the prior written approval of the Director, and in accordance with any conditions determined by ~~him or her.~~”;

(c) by the substitution for subsection (3) of the following subsection:

“(3) Any owner of premises on which ~~an alternative water source~~, **such as well-point, borehole or well,** is located or ~~on which alternative water is used,~~ must within 14 days of being called upon to do so provide the Director with such particulars regarding the alternative water source. ~~[as may be required].”~~

(d) by the insertion and after subsection (5) of the following subsections:

“(5A) The Council may by public notice, require water services intermediaries or classes of water services intermediaries to apply and register with the City in a manner specified in the public notice.

(5B)(1) Water services intermediaries must ensure that water services, including basic services as determined by the Council are provided to such persons it is obliged to provide with water services.

(2) The quality, quantity and sustainability of water services provided by a water services intermediary must at least be of the same standards as provided by the City to consumers.

(5C)(1) A water services intermediary may not charge for water services at a price which does not comply with the norms and standards as may be set by the Director.

(2) A water services intermediary must provide subsidized water services, as determined by the Council in terms of the Credit Control and Debt Collection By-law and provided by the City to consumers at a price that is the same or less than the prescribed charges at which the City provides such services.”.

(e) by the addition after subsection (6) of the following subsection:

“(7)(a) The consumer assumes full responsibility for all consequences of their use of water not from the City’s water supply system.

(b) The City bears no responsibility or liability, financial or otherwise, for the use of water not from the City’s water supply system.”.

Substitution of section 57 of the City of Cape Town: Water By-law, 2010

34. The following section is hereby substituted for section 57 of the principal by-law:

“Wells, boreholes, wellpoints and excavations

57. Every owner of premises must ensure that any well, borehole, well-point, installation relating to alternative water or any other excavation relating thereto located on his or her premises—

(a) is adequately safeguarded from creating a health nuisance;

(b) is not filled in a way or with material that may cause an adjacent well, borehole or underground source of water to become polluted or contaminated; **[and]**

[(c) no interconnection is made between a water installation supplied from the main and any other source of water supply.]

(d) is registered or re-registered on the database of the City and a sign provided by the City is prominently displayed on the property; and

(e) where water is being used from boreholes and well points, it shall be used sparingly and efficiently and where used for irrigation purposes in line with the watering times of the water by-laws of the City.”.

Amendment of section 58 of the City of Cape Town: Water By-law, 2010

35. Section 58 of the principal by-law is hereby amended—

(a) by the insertion after subsection (2) of the following subsection :

“(2A) Authorisation to use water from boreholes, wells and well points must, be sought from the Department of Water and Sanitation in terms of section 39 of the National Water Act,1998 (Act 36 of 1998).”;

(b) by the substitution for subsection (4) of the following subsection:

“(4) The Director may, by written notice, require the owner of any premises within any area of the City upon which a borehole, well and wellpoint exists or, if the owner is not in occupation of such premises, the occupier at the time to notify him or her of the existence of a borehole, well and wellpoint on such premises, and provide [it] him or her with such information about the borehole, well and wellpoint as he or she may require.”;

Amendment of section 59 of the City of Cape Town: Water By-law, 2010

36. Section 59 of the principal by-law is hereby amended—

(a) by the substitution for subsection (1) of the following subsection:

“(1) The Director may, on application **[in terms of section 13]** ~~by an owner~~ and subject to any other law, grant a supply of non-potable water to a consumer and on such conditions as he or she may deem fit.”;

(b) by the substitution for subsection (2) of the following subsection:

“(2) Any supply of water granted in terms of subsection (1) may not be used for domestic or any other purposes, or in any way which may give rise to a health hazard., without the prior written approval of the Director, and in accordance with any conditions determined by him or her.”.

Amendment of section 61 of the City of Cape Town: Water By-law, 2010

37. Section 61 of the principal by-law is hereby amended—

(a) by the substitution for subsection (3) of the following subsection:

“(3) Every warning notice referred to in subsections (1) and (2) must be in the three official languages, used in the Province.

[Irrigation systems]”

Substitution of section 62 of the City of Cape Town: Water By-law, 2010

38. The following section is hereby substituted for section 62 of the principal by-law:

“Irrigation systems

62. Where a new irrigation system, which is to be supplied from an existing domestic connection or another existing irrigation connection, is installed—

(a) the size of the existing connection must be reviewed by the City; **[and]**

(b) all materials used in the system must comply with SABS requirements[.];

(c) it shall be installed in such a way as to minimize water wastage onto hard surfaces; and

(d) it shall be able to be adjusted to prevent water wastage during cooler or rainy weather conditions.”.

Substitution of section 63 of the City of Cape Town: Water By-law, 2010

39. The following section is hereby substituted for section 63 of the principal by-law:

“Appeals

63. A person whose rights are affected by a decision taken in terms of a power or duty delegated or sub-delegated in terms of this By-law, may appeal against that decision in accordance with section 62 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000). **[Offences and penalties]”**

Substitution of section 64 of the City of Cape Town: Water By-law, 2010

40. The following section is hereby substituted for section 64 of the principal by-law”

“Offences and penalties

64. Subject to section 36(7), any person who—

- (a) contravenes or fails to comply with any provision of this By-law;
- (b) fails to comply with any notice issued, or lawful instruction given, in terms of this By-law; **[or]**
- (c) obstructs or hinders any authorized **[representative or employee of the City]** official in the execution of his or her duties under this By-law~~[,];~~ or
- (d) deliberately furnishes false or misleading information to an authorized official,

is guilty of an offence and is~~[, on conviction,]~~ liable to a fine or upon conviction to a [term] period of imprisonment not exceeding five years or to both such fine and [term]period of imprisonment.”.

Substitution of Schedule 1 of the City of Cape Town: Water By-law, 2010

41. Schedule 1 of the principal by-law is hereby amended—

(a) by the substitution for Schedule 1 of the following Schedule:

“Schedule 1**Water Conservation and Demand Management**

(Section 38)

1 No person may without prior written authority from the Director, water a garden, sports field, park, or other grassed area using potable water, between the hours of ~~[10:00]09:00~~ and ~~[16:00]18:00~~

2 Where a hosepipe is used to irrigate a garden, park, or sports field ~~[from a potable water source]~~a controlling device such as a sprayer ~~or automatic self-closing device~~ must be attached to the hose end.

2A Automated sprinkler systems should be able to be correctly positioned and be able to be adjusted to prevent water wastage.

3 No person may without prior written authority from the Director hose down a hard-surfaced or paved area using water from a potable source.

4 A hosepipe used for washing vehicles, boats, and caravans must be fitted with an automatic self-closing device.

5 Automatic top up systems using a float valve fed from a potable water source to supply swimming pools and garden ponds is not allowed.

6 Commercial car wash industries must comply with industry best practice norms regarding water usage per car washed.

7 Wash-hand basins provided in public facilities must be fitted with demand type taps.

8 Showers provided at public facilities must be fitted with demand type valves.

9 Potable water may not be used to dampen building sand and other building material to prevent it from being blown away.

10 Stand pipe draw-off taps must be at a height of at least 450mm, measured above ground level.

11 The maximum flow rate from any tap installed in a wash hand basin may not exceed 6 litres per minute.

12 The maximum flow rate from any showerhead may not exceed ~~[10]~~ 7 litres per minute.

13 ~~New or replaced [W]~~water closet cisterns may not exceed~~[9.5]~~ 6 litres in capacity.

14 No automatic cistern or tipping tank may be used for flushing a urinal.

15 All automatic flushing cisterns fitted to urinals, must be replaced with either manually operated systems or non-manual apparatus which causes

the flushing device to operate only after each use of such urinal or waterless systems that must be properly maintained.

16 Terminal water fittings installed outside any buildings other than a residential dwelling must—

(a) incorporate a self-closing device; or

(b) have a removable handle for operating purposes; or

(c) be capable of being locked to prevent unauthorized use; or

(d) be of a demand type that limits the quantity of water discharged in each operation.

17 Water Audit

(a) Major water users (those using more than 10 000 kilolitres per annum), excluding those comprising multiple dwelling units, must

undertake an annual water audit. The audit must be carried out no later than two weeks after the end of each financial year of the City.

The audit report must be available for inspection by officials from the Department of Water and Sanitation [Affairs and Forestry], the Water Board (where applicable) and the City.

(b) The audit must detail the following—

- (i) amount of water used during a financial year;
- (ii) amount paid for water for the financial year;
- (iii) number of people living on the stand or premises;
- (iv) number of people permanently working on the stand or premises;
- (v) comparison of the above factors with those reported in each of the previous three years (where available);
- (vi) seasonal variation in demand (monthly consumption figures);
- (vii) detailed methods of water pollution monitoring ;
- (viii) details of current initiatives to manage their demand for water;
- (ix) details of future plans to manage their water demand;
- (x) comparison of the above factors with those reported in each of the previous three years (where available); and
- (xi) estimate of consumption by various components in use such as appliances and terminal water fittings.

18 No person may allow water, used as a heat-exchange medium in any equipment or plant and supplied from a water installation, to run continuously to waste except for maintaining a prescribed level of total dissolved solids in a recirculating plant.”

19. All swimming pools must be covered by a pool cover to avoid evaporation when not in use.”.

Repeal of Schedule 4 of the City of Cape Town: Water By-law, 2010

42. Schedule 4 of the principal by-law is hereby repealed.

Short Title

43. This By-law is called the City of Cape Town: Water Amendment By-law, 2018.

9.4 REQUEST FOR EXTENSION OF HES-FIN 03/2122 – MANAGEMENT OF SHORT-TERM INSURANCE PORTFOLIO FOR A PERIOD OF THREE YEARS

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: SCM, Assets & Insurance – Mr. R. Bent

PURPOSE OF REPORT / DOEL VAN VERSLAG

To table the reasons and request approval for the extension of HES-FIN-03/2122 for nine (9) months in terms of Chapter 11, Section 116(3) of the Local Government: Municipal Finance Management Act (MFMA), act 56 of 2003.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Opulentia Financial Services was appointed for Tender HES-FIN 03/2122: Management of short-term insurance portfolio for a period of three (3) years starting from 01 October 2022 until 30 September 2025. Refer to Annexure A for the Service Level Agreement (SLA) which was signed by Hessequa Municipality and Opulentia Financial Services on 14 and 11 November 2022, respectively.

A new tender process was followed to renew the Municipality's insurance portfolio for a period of two (2) years and nine (9) months (HES-FIN 04/2425) starting from 01 October 2025 until 30 June 2028.

The panel tender strategy for HES-FIN-04/2425 was approved by the specifications committee and 6 tenders were received by closing date on 02 May 2025.

DISCUSSION

On 23 May 2025, new developments occurred in the judicial space in terms of panel tenders and the utilization thereof as in the case of Maximum Profit Recovery (Pty) Ltd v Umkhanyakude District Municipality and Another (D12061/2024) [2025] ZAKZDHC 32 (23 May 2025). An independent opinion was sought in terms of the implication the before-mentioned court judgement has in terms of the envisaged procurement strategy and the official feedback received was recommended to terminate tender HES-FIN 04/2425 and that a new procurement process be followed for these services. On the 1st of August 2025, the Bid Evaluation Committee resolved to cancel tender HES-FIN 04/2425.

Considering that the current contract will lapse on 30 September 2025 and a new tender process will take approximately four (4) to six (6) months to complete, there will not be sufficient time to finalise a new tender process.

Should the Municipality fail to renew its insurance portfolio, it will be exposed to significant financial and operational risks and will be in contradiction of Section 78(1) of the Municipal Finance Management Act, No. 56 of 2003.

The extension for nine (9) months will be in line with the municipal financial year which starts from 01 July to 30 June.

The same tender terms and conditions as the original tender will apply.

The extension of the contract is permissible under Section 116(3) of the MFMA which reads as follows:

Contracts and contract management

3. A contract or agreement procured through the supply chain management policy of the municipality or municipal entity, may be amended by the parties, but only after-

- (a) The reasons for the proposed amendment have been tabled in the council of the municipality or, in the case of a municipal entity, in the council of its parent municipality; and*
- (b) The local community-*
 - (i) has been given reasonable notice of the intention to amend the contract or agreement; and*
 - (ii) has been invited to submit representations to the municipality or municipal entity”.*

The public were invited to submit representation with regards to the proposed extension as per above. The public notice is attached hereto as Annexure B.

No representations were received by closing date of 05 September 2025. Refer to Annexure C.

FINANCIAL IMPLICATION

The extension of nine (9) months will be funded from the operational budget.

Cost : R 2 502 260.00 (VAT excluded)

Refer to Annexure D

Vote description: OC: INSUR UNDER – PREMIUMS

OC: INSUR UNDER – PREMIUMS: VEHICLES

Available Budget: R 3 853 803.00 (VAT excluded)

Refer to Annexure E

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the item and its annexures are noted. The recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the request for the extension of HES-FIN-03/2122 for nine (9) months in terms of section 116(3) of the MFMA.
2. That Council take note of the reasons for the extension.

3. That the extension be awarded in accordance with the same tender terms and conditions as the original tender for an amount of R 2 502 260.00 (VAT excluded).

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Finance: G Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: Service Level Agreement (SLA) between Hessequa Municipality and Opulentia Financial Services signed on 14 And 11 November 2022, respectively.

Annexure B: Public notice in terms of section 116(3) of MFMA

Annexure C: Proof that no representations were received

Annexure D: Cost for the nine (9) months

Annexure E: Vote detail

Annexure F: Written acceptance letter from Opulentia Financial Services



OPULENTIATM
FINANCIAL SERVICES

180 Main Road, Somerset West, 7130
Tel: +27 21 851 4154 | Email: gerald@opulentia.co.za

0861 OPULENTIA | www.opulentia.co.za

SERVICE LEVEL AGREEMENT

Entered into by:

HESSEQUA LOCAL MUNICIPALITY
(The Client)

And

**SILVER LAKE TRADING 305 (PTY) LTD T/A OPULENTIA FINANCIAL
SERVICES**
(The Service Provider)

In respect of the **Short-Term Insurance Intermediary, Broking and Risk
Consultant Services**

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Preamble

Whereas:

HESSEQUA LOCAL MUNICIPALITY and **SILVER LAKE TRADING 305 (PTY) LTD T/A OPULENTIA FINANCIAL SERVICES** (An Authorised Financial Service Provider. FSP no.: 34437) enter into an agreement for the provision of short-term insurance cover services for **the period 01 October 2022 to 30 September 2025**

It is therefore agreed as follows:

1. Parties:

The parties to this agreement are:

- 1.1 **HESSEQUA LOCAL MUNICIPALITY** (hereinafter referred to as "The Client"), represented by the signatories acting on its behalf in signing this Agreement, in his / her duly authorized capacity;

And

- 1.2 **SILVER LAKE TRADING 305 (PTY) LTD T/A OPULENTIA FINANCIAL SERVICES** (An authorised financial service provider. FSP no.: 34437) with registration number 2006/004495/07 a private company registered in accordance with the company laws of the Republic of South Africa with its registered address at 9 Chris Botha Street, Westdene, Bloemfontein, 9301 herein represented by Nico Swart who warrants that he is duly authorized thereto (hereinafter referred to as "The Service Provider").

2. Interpretation

- 2.1 The headings of these clauses in this Agreement are for the purposes of reference only and shall not be used in the

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interpretation of this Agreement, nor to modify or amplify the terms of this Agreement unless a contrary clearly appears.

2.2 Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa.

2.3 In this Agreement the following terms shall have the meanings assigned to them hereunder except where the context otherwise requires and cognate expressions shall have corresponding meanings:

2.3.1 **'Advice'** means any recommendation, guidance or proposal of a financial nature furnished, by any means or medium, to any client or group of clients as defined by the Financial advisory and intermediary Services Act 37 of 2002. In the context of this agreement Advice that relates to a financial product will be **provided by Silver Lake Trading 305 (Pty) Ltd t/a OPULENTIA FINANCIAL SERVICES. An Authorised Financial Service Provider. FSP Number 34437.**

2.3.2 **'Agreement'** means these Terms and Conditions of Contract including all attachments and appendices hereto and all documents incorporated by reference therein and, where applicable, special conditions of contract.

2.3.3 **'Business day'** means any working day, excluding Saturdays, Sundays and public holidays.

2.3.4 **'Client'** means **HESSEQUA LOCAL MUNICIPALITY.**

2.3.5 **'Commencement date'** means the date on which the parties commenced with the performance of their obligations

2.3.6 **'Contract price'** means the total amount that will be paid to The Service Provider, including disbursements and



VAT, for the performance of the services in terms of this Agreement.

2.3.7 **'Service Level Agreement or SLA'** means the special conditions of contract entered into by the Parties to address specific conditions applicable to specific Services with the purpose of either amplifying or amending these Terms and Conditions of Contract.

2.3.8 **'Service Provider'** SILVER LAKE TRADING 305 (PTY) LTD T/A OPULENTIA FINANCIAL SERVICES. An Authorised Financial Service Provider. FSP no.: 34437. with registration number 2006/004495/07 a private company registered in accordance with the company laws of the Republic of South Africa with its registered address at 9 Chris Botha Street, Westdene, Bloemfontein, 9301 herein represented by Nico Swart who warrants that he is duly authorized thereto.

2.3.9 **'Services'** refers to the professional work to be performed by The Service Provider in terms of this Agreement, as per Clause 5.

2.3.10 **"Intellectual Property Rights"** means all current and future rights in and to copyright, patents, know-how, trade secrets, Confidential Information, databases (including rights of extraction), internet domain names, website addresses, trademarks and designs (whether registered or unregistered), applications for registration of any of the foregoing and the right to apply for registration, and all rights and forms of protection of a similar nature or having equivalent effect to any of them which may subsist or be capable of protection existing anywhere in the world and any goodwill related to or arising from such right;

2.3.11 **'Tender'** means Tender number: **HES-FIN 03/2122** advertised by The Client and being in respect of the



**provision of short-term insurance cover services for
HESSEQUA LOCAL MUNICIPALITY.**

- 2.4 Where any annexures or definitions of this Agreement contain a substantive provision conferring rights and/or imposing obligations on any party, effect shall be given thereto as if it forms part of the main body of this Agreement.
- 2.5 Where any term is defined within the context of any particular clause in this Agreement, it will bear the meaning assigned to it in that clause, notwithstanding that the term has not been defined in this interpretation clause.
- 2.6 When any number of days is prescribed in this Agreement, same shall be a reference to calendar days and reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or on any public holiday, in which case time shall be reckoned exclusively of the first day and exclusively also of such Saturday, Sunday or public holiday.
- 2.7 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.
- 2.8 Any reference in this Agreement to legislation or subordinate legislation will be construed as a reference to such legislation or subordinate legislation as amended or replaced by any subsequent enactment whether such amendment or replacement occurs before or after the date of signature of the Agreement.
- 2.9 Where figures are referred to in numerals and in words, in the event of any conflict between the two then the words will prevail;



and

- 2.10 Expressions defined in this Agreement shall bear the same meaning in schedules or annexures to this Agreement, which do not themselves, contain their own definitions.

3. Appointment and Duration

- 3.1 The Client hereby appoints The Service Provider to carry out the services detailed in Clause 5 to this Agreement upon the terms and conditions set out herein.
- 3.2 The Client confirms that The Service Provider was appointed in terms of the accepted National Treasury General Terms of Contract.
- 3.3 The Client confirms that there was no abuse of supply chain regulations in the appointment of The Service Provider.
- 3.4 The Service Provider will commence and complete the performance of the provision of short-term insurance cover services for **Hessequa Local Municipality** as indicated in the letter of appointment or on such other dates as may be agreed by the parties.
- 3.5 The duration of the project is for **36 Months**, commencing on **01 October 2022** and ending on **30 September 2025**.
- 3.6 It is also agreed that the duration of the project can be extended as per the Local Government: Municipal Finance Management Act 59 of 2003. This will be at the discretion of the client and the client is under no obligation to extend the appointment.

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4. Extent of terms and conditions

4.1 This Agreement consists of the terms and conditions set out in the documentation listed as follows:

- 4.1.1 Letter of Appointment
- 4.1.2 This Agreement
- 4.1.3 The Bid Document
- 4.1.4 Any other documents as agreed between the parties to this contract

4.2 In the event of conflict between the provisions of any of the aforesaid documentation and this Agreement, the provisions of this Agreement shall prevail.

5. Scope of Services

5.1 The Service Provider shall render the applicable services in accordance with the Terms of Reference to The Client, specifically including:

- 5.1.1 providing Advice on suitability of Insurance Policies of Insurers for The Client;
- 5.1.2 entering into Insurance Policies with Insurers on behalf of The Client on The Client's written instructions;
- 5.1.3 servicing, handling and submitting claims to Insurers in terms of the Insurance Policies of The Client on behalf of The Client;
- 5.1.4 client access to an internet based electronic Policy Management & Claims System;



- 5.1.5 Assisting with any variation to existing Insurance Policies that The Service Provider has arranged on behalf of a Client with an Insurer;
- 5.1.6 Provision of on-going Advice and intermediary services to The Client in respect of the Insurance Policies that The Service Provider has arranged on behalf The Client;
- 5.1.7 Renewing existing Insurance Policies that The Service Provider has arranged on behalf of The Client with Insurers;
- 5.1.8 Maintaining, servicing and dealing with Insurance Policies of The Client;
- 5.1.9 Staff Training, related to the subject matter of this agreement.
- 5.2 The Service Provider does not undertake to perform any valuations for or on behalf of The Client, including but not limited to any valuations of buildings, contents, calculations of business interruption values, any automotive or plant values and so forth, as The Service Provider is not a professional valuator. The Service Provider will if so required facilitate such valuations with the assistance of a professional valuator, which additional charges are to be approved by The Client prior to their engagement.
- 5.3 Notwithstanding anything to the contrary, the onus shall at all times lie with The Client to amend or agree with any final values which are to be included in respect of any Insurance Policies. The Service Provider does not accept any responsibility and/or liability in respect of any valuations, including, without limitation, any responsibility and/or liability for any incorrect values and/or valuations arrived at or provided for purposes of any of the Services and/or provided to any person for purposes of an Insurance Policy.
- 5.4 In order to fulfil its obligations in terms of this agreement The Service Provider may secure services of third parties from time to



time which must be procured on the written instruction of the client.

5.5 The Service Provider will render the Services in accordance with these Standard Terms and Conditions of Business. The Services provided in respect of a Client are such Services which have been agreed between The Service Provider and The Client.

5.6 In the event of *force majeure*, the Parties agree to consider the implications of *force majeure* in relation to the provision of the Services and to make appropriate adjustments.

6. Contract Price & Remuneration

6.1 The contract price in respect of the Tender is as per the pricing indicated in 6.1.1 below.

6.1.1 The Service Provider is appointed for the provision of short-term insurance and services as defined in Clause 5 to **Hessequa Local Municipality** at an annual cost **R3 079 652 VAT inclusive** for year one (base rate), with the proviso that the premiums for year two and three be negotiated based on particular factors, inter alia CPIX increases, changes in the insurance portfolio as well as changes to the risk profile of the Client, if any, using year 1 rates as a base rate.

6.1.2 The Client understands and acknowledges that the cost as stated in 6.1.1 for year one is the initial cost as agreed at time of tender submission, however is subject to deviation due to changes in the insurance portfolio as well as changes to the risk profile of the Client, including validity period of the original tender terms provided by insurers.

6.1.3 The Client acknowledges that no individual with delegated power was induced to waive any rights under legislation when finalizing the contract price & remuneration.

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- 6.1.4 Any additional service, not within the Scope of Services as indicated in Clause 5, shall have a separate remuneration apart from the price quoted in Clause 6.1.
- 6.1.5 The Client is responsible for ensuring that premiums and fees are paid timeously upon presentation of a tax invoice.
- 6.1.6 The Client acknowledges that cover under Insurance Policies is dependent upon premiums being paid to the insurer. The Client is responsible for payment of premiums.
- 6.1.7 It is the responsibility of The Client to ensure that full premium and other service fees are paid timeously.
- 6.1.8 If the full annual premium and fees cannot be paid as required, The Client may authorise The Service Provider to arrange finance through a third party enabling The Client to pay the premium and /or fees on a bi annually /quarterly /monthly basis. The Finance and all other related charges to this arrangement will be for the account of The Client.
- 6.1.9 If The Client is in breach by not paying the full annual premium and /or fees or the bi annual / quarterly/monthly payment as referred to in 6.1.8 timeously the contract and/or related contracts will be cancelled and declared as null and void and all the Insurance cover will be cancelled without an obligation to The Service Provider to give notice of such cancellation of cover.
- 6.1.10 The Client acknowledges that The Service Provider will not under any circumstances be liable or responsible for paying any unpaid premium and or fees due to the Insurers and other service providers.



6.1.11 The Service Providers remuneration may comprise of commission received directly from the insurers as well as fees for services rendered to The Client.

7. Obligations of The Service Provider

- 7.1 The aforesaid services shall be rendered diligently and to the standard required by The Client as agreed;
- 7.2 The Service Provider shall act in the best interest of The Client at all times;
- 7.3 The Service Provider shall at all-time exercise due care, due diligence and skill in delivering services;
- 7.4 The Service Provider shall perform the service based upon The Client's insurance requirements as agreed;
- 7.5 The Service Provider shall in all their dealings comply with all applicable laws and regulations;
- 7.6 Ensuring that the Client has insurance cover as instructed by the Client;
- 7.7 Advising the Client on any potential risk not covered by the insurance cover, providing technical advice with regards to claims lodged against the Client, acting as representative for the Client with the Underwriter;
- 7.8 Advising the Client of potential under insurance;
- 7.9 Establishing uninsured risks and exposure on an annual basis to strengthen the internal self-insurance capacity;
- 7.10 Performing ad hoc adjustments and endorsements on sums insured and declarations to insure/re-insure;
- 7.11 Conducting day-to-day correspondence and queries;



- 7.12 Monitoring premium payment and refunds in accordance with account and statement; and
- 7.13 Providing ad hoc training where required on insurance-related matters;
- 7.14 The Service Provider will at all times ensure, to the satisfaction of the Client, that the services are rendered and carried out by such appropriately qualified, skilled and experienced Insurance Representative and / or other staff as will be necessary to fulfil its obligations in terms of this Agreement.

8. Obligation of The Client

8.1 General

- 8.1.1 The Client shall provide reasonable support to The Service Provider to enable it to perform its duties.
- 8.1.2 The Client acknowledges and agrees that failure to provide written instructions to The Service Provider may result in the insurance cover lapsing and The Client will not hold The Service Provider liable for any loss and/or damages in respect thereof.
- 8.1.3 The Client undertakes to:
 - 8.1.3.1 Notify the Service Provider of any change of its contact details or banking details in writing;
 - 8.1.3.2 Act in good faith at all times towards The Service Provider;
 - 8.1.3.3 Respond timeously to requests when insurance policies are due for renewal in order for The Service Provider to recommend any amendments as well as provide The Service Provider with The Client's renewal instructions and requirements;



8.1.4 Carefully read all confirmations of cover, schedules, policies and other documents as soon as received to ensure that all errors are reported and rectified and necessary clarifications are obtained from The Service Provider. The Service Provider will assume that the information is correct, should The Client not provide any feedback in this regard within 30 (thirty) days of receipt of the documents.

8.2 Duty of disclosure

8.2.1 The Client is required to disclose all material information when seeking insurance cover, before the Insurance Policy is entered into and on any variations and/or renewal of the Insurance Policy.

8.2.2 The Client's duty to disclose all material information also applies to any claims made under an Insurance Policy.

8.2.3 The Client is responsible to disclose all information and documents to The Service Provider, before an Insurance Policy is entered into with an Insurer, that is material and which may, in any way, affect the assessment of the risk and in turn the decision of the Insurer to underwrite the risk.

8.2.4 The Client is obliged to ensure that the material information disclosed is comprehensive and relevant.

8.2.5 Should the Client have any doubt regarding what information and/or documents are material, The Client must seek clarity from The Service Provider.

8.2.6 If any material information is not disclosed to The Service Provider or The Client misrepresents any information provided to The Service Provider, Insurers may have the right to reject The Client's claim under the Insurance Policy or void the Insurance Policy from inception.

8.2.7 The Client agrees that it will not hold The Service Provider liable and waives any claim against The Service Provider for any loss or damages suffered by The Client as a result of incorrect or

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incomplete information and documents being furnished to The Service Provider.

- 8.2.8 The Client acknowledges that the terms of the Insurance Policies may require that it disclose any material changes to its risk profile during the term of the Insurance Policies. The Client agrees that it will inform The Service Provider in writing, as soon as any change or change likely to affect the risk profile of The Client occurs.

8.3 Proposal forms for Insurance Policies

- 8.3.1 The Client may be required to complete a proposal form or a questionnaire of an Insurer for certain classes of Insurance.
- 8.3.2 The Client understands and acknowledges that The Service Provider cannot complete or sign the proposal form or questionnaire of insurance on behalf of The Client. It is The Client's responsibility to complete and sign the proposal form or questionnaire.
- 8.3.3 The Client acknowledges that it is responsible to ensure that all information disclosed in the proposal form or questionnaire is true and correct and accurate.
- 8.3.4 The Service Provider will provide the proposal form or questionnaire to The Client timeously and will provide guidance to The Client in completing the proposal form or questionnaire.
- 8.3.5 The Client undertakes to read any proposal forms and/or questionnaires of an Insurer and advise The Service Provider of any errors or matters which do not reflect the instructions of The Client.
- 8.3.6 The Client undertakes to advise The Service Provider in writing of any such errors or inconsistencies in writing within 30 (days) of receipt of the proposal form and/or questionnaire.



8.4 Varying Insurance Policies

It is The Client's responsibility to advise The Service Provider of any changes it requires to its Insurance Policies in writing.

8.5 Claims

- 8.5.1 The Client is responsible for notifying The Service Provider in writing of any incident or occurrence which may give rise to a claim. Should a claim be repudiated by an Insurer as a result of late notification of a claim, The Client acknowledges that it is its responsibility to notify The Service Provider of the claim within 30 days of date of incident;
- 8.5.2 The Service Provider will acknowledge receipt of claims forms and confirm all claims in writing to the client in 7 (seven) days after receipt of the notification of the incident;
- 8.5.3 The Service Provider undertakes to keep The Client updated of the progress relating to The Client's claims by providing a monthly report to the Client of all claims concluded (paid or rejected) and outstanding;
- 8.5.4 The Service Provider undertakes to assist the Insurance Section with the administration of claims in order to finalise all outstanding claims i.e. obtaining of reports, invoices, quotation etc.;
- 8.5.5 The Service Provider will provide statistics on all claims / declarations made per month not later than the 2nd working day of the following month to the Insurance Section;
- 8.5.6 Scheduling and coordinating claims meetings;
 - The Service Provider will schedule and coordinate a quarterly claims meeting and meetings when required (ad-hoc) by the Insurance Section of the Client.
 - The purpose of the meeting will be to discuss all claims as per the applicable Insurance Policies reported by the Insurance Section to the Service Provider and to monitor the



progress of all insurance claims reported to and authorized by the Service Provider.

9. Limitation of liability

- 9.1 The Service Provider hereby indemnifies, protects and secures The Client against all legal liability with regard to any claims that may arise as a result of a breach of contract or negligence on the part of The Service Provider in respect of its obligations in terms of this Agreement.
- 9.2 The maximum aggregate liability of The Service Provider and its Affiliates to you, on any basis (including without limitation for damages for breach of contract or in negligence, in equity and/or for all interest, costs and expenses), arising out of or in connection with the provision of the Services or the Additional Services as agreed (including any amendments, variations or additions to those services whether expressly or impliedly agreed) shall be limited in total to the aggregate amount of R 10 000 000.
- 9.3 The Service Provider and its Affiliates shall only be liable to The Client for any reasonably foreseeable losses, damages, costs or expenses arising directly from breach of contract, breach of duty or fault, negligence or otherwise, in connection with this Engagement.
- 9.4 The Client accept that The Service Provider and its Affiliates have an interest in limiting the exposure of their directors, employees and consultants to litigation, and agree that The Client will not bring, or assist in bringing, any claim personally against any of The Services Providers individual directors, employees or consultants, in connection with the performance of the Services under this Engagement. The provisions of this clause are intended to be for the benefit of such directors, employees and consultants who shall have the right to rely on and enforce these terms.



- 9.5 In respect of any loss suffered by The Client, for which The Service Provider and/or its Affiliates, and any other party are (on any basis) liable, the liability of The Service Provider and its Affiliates shall be limited so as to be proportionate to the relative contribution of The Service Provider and its Affiliates to the overall fault giving rise to the loss in question.
- 9.6 This clause 9 shall not apply to any liability arising as a result on the part of The Service Provider (or any of The Services Providers Affiliates) which cannot lawfully be excluded or limited.
- 9.7 For the avoidance of doubt, this clause 9 shall be for the benefit of both The Service Provider and any Affiliates involved in the provision of the Services. Any such Affiliates shall be entitled to rely upon and enforce its terms.
- 9.8 The Service Provider will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another broker, or any acts or omissions occurring prior to The Services Providers appointment.

10. Disputes

- 10.1 A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.
- 10.2 If any dispute arises in terms of the contract, either party may give 5 (five) days written notice to the other of such dispute, whereupon the Parties shall meet promptly and in good faith attempt to reach an amicable settlement.
- 10.3 Failing such settlement the dispute may be referred to mediation within 5 (five) business days. In this regard:
- 10.3.1 A mediator shall be appointed by the Parties, alternatively by the chair of the Legal Practice Council, Western Cape, to preside over the mediation;

And

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- 10.3.2 The Parties shall seek ways and means to resolve the dispute in the most expedient manner.
- 10.4 Should the dispute not be resolved within 10 (ten) business days of the commencement of mediation it may be referred to arbitration. Accordingly:
- 10.4.1 An arbitrator shall be appointed by the parties, alternatively by the chair of the Arbitration Foundation of South Africa ('AFSA'), to preside over the arbitration;
- And
- 10.4.2 The rules of AFSA shall govern the conduct of the arbitration.
- 10.5 These provisions shall not prevent either party from approaching any court or other judicial forum having appropriate jurisdiction to obtain urgent injunctive or other relief in case of urgency.
- 10.6 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of this dispute.

11. Breach

- 11.1 Should either of the Parties ("the Defaulting Party") commit any material breach of any of the provisions of this Agreement and fail to remedy such breach within ten (10) days after receipt of written notice from the Party aggrieved thereby ("the Aggrieved Party") requiring the Defaulting Party to remedy such breach, then the Aggrieved Party shall be entitled, without prejudice to any of its other rights and remedies it may have in terms of this Agreement or in law, either to terminate this Agreement forthwith or claim specific performance, in either event, without prejudice to the Aggrieved Party's rights to claim damages it may be entitled to in law.



- 11.2 The parties agree that, in the event of a dispute between them arising out of this Agreement, neither party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 11.3 No relaxation, indulgence or act of leniency which one party may show the other will in any way prejudice the party granting such relaxation, indulgence or act of leniency or be deemed to be a waiver of any of its rights under this Agreement

12. Termination

- 12.1 This Agreement shall automatically be terminated on the Expiry Date, unless it has been terminated earlier in accordance with the provisions of this Agreement.
- 12.2 The Parties may, by mutual consent, be entitled to terminate this Agreement at any time with 60 (SIXTY) calendar days written notice to the other Party indicating such termination.
- 12.3 The aforesaid termination shall not prejudice either party's rights in respect of the obligations already performed or to be performed as at the date of termination.

13. Severability

- 13.1 The Parties hereby expressly agree that it is not the intention of any of them to violate any public policy, statutory or common law and that if any sentence, paragraph, clause, provision or combination of the same is in violation of any public policy, statute or law, such sentence, paragraph, clause, provision or combination thereof shall be void in the jurisdiction where it is unlawful and the remainder of such sentence, paragraph, clause or provision shall remain binding upon the Parties.
- 13.2 It is recorded that the provisions of this Agreement will be binding only to the extent that they may be lawful in terms of the applicable laws of the Republic of South Africa and in the event that any



provision hereof is determined unenforceable, the Parties agree to negotiate an amendment to remove the invalidity.

14. Whole agreement

This Agreement, including annexures hereto, constitutes the whole agreement between the Parties relating to the subject matter hereof and no amendment, alteration, addition, variation or consensual cancellation or termination thereof will be of any force or effect unless reduced to writing and signed by the Parties. Likewise any expressed or implied term, representation, warranty, promise or the like will only bind the parties if it is reduced to writing and signed by or on behalf of the parties.

15. *Domcilium citandi et executandi*

15.1 The Parties choose as their respective domicilium citandi et executandi for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of the Agreement, the following addresses:

15.1.1 Client:

Hessequa Local Municipality
Van Den Bergh Street
Riversdale
6670

15.1.2 Service Provider:

9 Chris Botha Street
Westdene
Bloemfontein
9300

Electronic mail address: vossie@opulentia.co.za

15.2 Either Party may amend its *domicilium citandi et executandi* by means of written notice to the other Party, provided that such

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domicillium shall be a physical address within the Republic of South Africa.

- 15.3 All notices to be given in terms of this Agreement shall be given in writing and be delivered by hand or sent by prepaid registered post.
- 15.4 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received seven (7) business days after the date of posting.
- 15.5 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other Party, including by way of e-mail shall be adequate written notice of communication to such Party.

16. Confidentiality

- 16.1 For the purpose of the Agreement Confidential Information means any and all information, including but not limited to, technical, financial, product and commercial information – disclosed in writing or otherwise by the Disclosing Party to the Receiving Party, whether disclosed in view of the purpose before or after the date of the Agreement and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the Confidential Information (or part thereof) together with all notes, summaries and other material derived there from and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:
 - 16.1.1 Which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligations hereunder;



- 16.1.2 Which was or is already known to the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;
- 16.1.3 Which the Receiving Party has received or will receive on a non-confidential basis from any Party (including any third party) which is not in breach of an obligation of confidentiality towards the Disclosing Party or any party (including third party), provided that such information may not reasonably be considered by the Receiving Party as confidential;
- And
- 16.1.4 Which is independently developed by or on behalf of the Receiving Party.

16.2 All Parties shall:

- 16.2.1 Hold the other Party's Confidential Information in the strictest confidence;
- 16.2.2 The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013);
- 16.2.3 Not make use thereof other than for the performance of its obligations under the Agreement;
- And
- 16.2.4 Only release such Confidential Information on a "need to know" basis subject thereto that the person to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.



- 16.3 No Parties shall be entitled to use the name of the other Party, publicity releases or advertising or for other promotional purposes without procuring the prior written approval of the Party concerned.
- 16.4 The Parties' obligation in terms of this clause will survive the termination of this Agreement including the termination thereof by the effluxion of time.

17. No Agency Partnership

The relationship between the Parties in terms of the Agreement shall involve a close collaboration between two dependent contracting Parties and in the circumstances shall not imply any partnership in the legal sense, nor shall it constitute either party the agent or authorised representative of the other party.

18. Cession and Assignment

Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either Party without the prior written consent of the other. Notwithstanding anything to the contrary the provisions of this clause shall not apply where The Service Provider has disposed of its entire business to a *bona fide* third party alternatively as part of an internal restructure.

19. Force Majeure

- 19.1 Neither party ("the Delayed Party") will be liable for any failure or delay in its performance under this Agreement due to causes which are beyond its reasonable control including (without being limited to) an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, failure of equipment, disruption or failure of telecommunications or electricity services, lack of internet access, sabotage and government action



(hereinafter referred to as "Force Majeure Event"), provided that the Delayed party:

- 19.1.1 Could not have prevented such failure or delay by taking reasonable precautions;
- 19.1.2 Gives the other party prompt written notice of the Force Majeure Event, including a description of the nature thereof and its likely effect on the Delayed Party's obligations under Agreement; and
- 19.1.3 Uses its best effort to correct such failure or delay in its performance as soon as reasonably possible.

19.2 If a party is prevented from performing its obligations under this Agreement due to a Force Majeure Event, it shall not be deemed to be a breach of the Agreement. The parties to this agreement, on receipt of written request, shall consider granting the necessary permission to defer such performance for such period as may be required under the circumstances, which permission shall not be unreasonably withheld.

20. Applicable Law

This Agreement shall in all respects be governed by and construed in accordance with the Laws of the Republic of South Africa and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

21. General

- 21.1 Each Party will bear its own costs (if any) arising from the negotiation and / or conclusion of this Agreement.
- 21.3 The relationship between the Parties shall be one of good faith and each Party undertakes to observe the utmost good faith towards

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each other and to act reasonably with respect to matters that relate to this Agreement.

- 21.4 All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right under this Agreement shall limit or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.
- 21.5 The Parties hereby undertake to co-operate with each other in the implementation of the services. Therefore, each party shall execute all actions required by the other and shall, without limitation, complete and/or sign all relevant documentation and provide all information as required.
- 21.6 The Service Provider shall take reasonable due care to assess the financial soundness of the proposed Insurers and the reinsurers and may from time to time recommend using public information, including that produced by recognised rating agencies. Notwithstanding this, The Service Provider cannot and does not guarantee the future financial ability of any insurer or reinsurer to meet policy holder claims.

22. Money Laundering

The Service Provider is obliged to take reasonable steps to safeguard The Client against the risk of financial crimes. To help achieve this, The Service Provider may need to ask The Client to provide additional information in relation to any insurance transaction The Client asks The Service Provider to undertake.

23. Protection of Personal Information

- 23.1 "Personal Information" (PI) shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, color, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person;

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information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise.

- 23.2 "POPIA" shall mean the Protection of Personal Information Act 4 of 2013 as amended from time to time.
- 23.3 The parties acknowledge that for the purposes of this agreement that the parties may come into contact with, or have access to PI and other information that may be classified or deemed as confidential or private and for which the other party is responsible. Such PI may also be considered or deemed as confidential and private as it relates to any third party who may be directly or indirectly associated with this agreement. Further, it is acknowledged and agreed by the parties that they have the necessary consent to share or disclose the PI and that the information may have value.
- 23.4 The parties agree that they will at all times comply with POPIA's Regulations and Codes of Conduct and that it shall only collect, process and use PI it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, to perform their respective obligations, or to provide the goods in terms of this agreement.
- 23.5 The parties agree that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the confidentiality and protection of PI that it, its contractors, or its employees or other authorised individuals comes into contact with pursuant to this agreement.



- 23.6 Unless so required by law, the parties agree that it shall not disclose any PI as defined in POPIA to any third party without the prior written consent of the other party, and notwithstanding anything to the contrary contained herein, shall any party in no manner whatsoever transfer any PI out of the Republic of South Africa.

24. Signature

- 24.1 The agreement is signed by the Parties on the date and at the places recorded herein.
- 24.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

25. Contract Management Arrangements

- 25.1 Responsibility for the management of this Agreement will be assigned as follows:
- 25.1.1.1 The Client appoints Chantal Riddles (028 713 8060; chantal@hessequa.gov.za) in her capacity as contract manager and key point of contact and liaison for all matters relating to this agreement.
- 25.1.1.2 The Service Provider appoints Gerald Gordon (083 318 6966; gerald@opulentia.co.za) in his capacity as contract manager and key point of contact and liaison for all matters relating to this agreement.
- 25.2 The Parties may respectively nominate further authorised persons to assist in the implementation of this Agreement.



26. Implementation and Good Faith

- 26.1 The Parties undertake to do all such things and perform all such acts as may be necessary or incidental to give effect to the terms and conditions of the Agreement.
- 26.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

27. Intellectual property

- 27.1 Neither Party shall acquire any rights, title or interest of any kind in any Intellectual Property owned by the other Party as it shall remain vested at all times with that Party.
- 27.2 All Intellectual Property and all modifications made to the Intellectual Property shall at all times remain the sole property of that Party. Unless specifically authorised in this Agreement or in Writing by the one party to the other, then only to the extent so authorised, neither party shall have the right to use, reproduce or copy the Intellectual property of the other party in any manner whatsoever.
- 27.3 Both parties (including its representatives ,agents and employees) will not at any time ,or in any manner ,lower the dignity, standing and reputation of both parties, or in any other way contest the validity of, or prejudice, any of the parties intellectual property rights, including its corporate identity, emblem or logo.
- 27.4 The Parties shall inform one another, as soon as reasonably possible, of any infringement of the Intellectual Property of either Party, and shall further provide that Party with all assistance in order to protect the Intellectual Property of that Party.



27.5 Insofar both parties are considered in law to be the original owner of the copyright of any document, drawing, material or record developed or acquired by both parties in the course of its obligations under this agreement, the parties hereby grants the right to copy such document, drawing, material or records, for internal and external use or reporting of for any other reasonable purpose.

28. Warrant of Authority

The persons signing this Agreement on behalf of the Parties warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.

Signed at Riverside this 14 day November of 2022

AS WITNESSES:

1. [Signature]

For and on behalf of The Client

2. Cric

[Signature]

Signed at Somerset West this 11 day November of 2022

AS WITNESSES:

1. Marian Nande For and on behalf of The Service Provider

2. Chavugha van Niekirk

[Signature]

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HESSEQUA
Local Municipality

HESSEQUA MUNICIPALITY

APPLICATION TYPE: PROPERTY DESCRIPTION

Applicant: Maroo Booysen Planning
Cell: 079 510 5941

Property Description: Erf 5403 Riversdal

Detail description of proposal: The application for consideration in terms of section 15(2)(a) & (b) of the Hessequa Municipality: By-law on Municipal Land Use Planning, 2015, (P.N. 287 of 2015) as follows:

Rezoning:
Business Zone II to Single Residential Zone I

Permanent Departure:
Northern Street Building line (Belton Street) from 3.0m to 0.0m to allow existing structure (covered entrance) and proposed Dwelling.

Notice is hereby given in terms of Section 45 of the Hessequa Municipality: By-law on Municipal Land Use Planning, 2015 (P.N. 287 of 2015) that the above-mentioned application has been received and is available for inspection during weekdays between 08:00 and 16:00 at the Hessequa Planning Department at the Riversdal Offices, President CR Swart Street, Riversdal. Any written comments may be addressed in terms of Section 50 of the said legislation to Hessequa Municipality, PO Box 29, Riversdal, 6670. E-mail: objections@hessequa.gov.za, on or before 30 days from the date of publication of this notice, quoting your name, address or contact details, interest in the application and reasons for comments. Telephonic enquiries can be made to Lelanie Steyn at 0287138072. The Municipality may refuse to accept comments received after the closing date. Any person who cannot write will be assisted by a Municipal official by transcribing their comments.

HESSEQUA
Local Municipality

HESSEQUA MUNISIPALITEIT

AANSOEK TIPE: EIENDOMS BESKRYWING

Aansoeker: Maroo Booysen Planning
Set: 079 510 5941

Eiendomsbeskrywing: Erf 5403 Riversdal

Die aansoek vir owerweging: Aansoek Ingevolge Artikel 15(2)(a) & (b) van die Hessequa Munisipaliteit: Verordening op Grondgebruiks-beplanning, 2015, (P.N. 287 van 2015) as volg:

Hersonering: Sake Sone II na Enkel Residensiële Sone I

Permanente Afwyking:
Noordelike straatboulyn (Beltonstraat) van 3.0m na 0.0m teenende bestaande strukture te wettig (onderdak ingang) en voorgestelde woning.

Kennis word hiermee gegee in terme van Artikel 45 van die Hessequa Munisipaliteit: Verordening op Grondgebruiksbeplanning 2015 (P.N. 287 van 2015) dat die bogenoemde aansoek ontvang is en ter insae is gedurende weekdae vanaf 08:00 en 16:00 by die Hessequa Munisipaliteit se Riversdal Kantore, CR Swartstraat, Riversdal. Besware moet of skrif gerig word in terme van Artikel 50 van die genoemde wetgewing van Hessequa Munisipaliteit, Posbus 29, Riversdal, 6670. E-pos: objections@hessequa.gov.za, voor of op 30 dae vanaf publikasie van hierdie kennisgewing, meld asseblief u naam, adres of kontakbesonderhede, belang by die aansoek en rede vir beswaar. Telefoniese navraag kan gerig word aan Lelanie Steyn by 0287138072. Die Munisipaliteit behou die reg om enige beswaar te weier wat na die sluitingsdatum ontvang is. Enige persoon wat nie kan skrywe nie, sal deur 'n amptenaar bygestaan word om sy/haar beswaar te verwoord.



HESSEQUA MUNICIPALITY - PUBLIC NOTICE

Notice is hereby given in terms of Section 116 (3) of the Municipal Finance Management Act (Act 56 of 2003) to amend the following contracts procured through an official procurement process.

1. TENDER HES-FIN 03/2122: MANAGEMENT OF SHORT-TERM INSURANCE PORTFOLIO FOR A PERIOD OF THREE (3) YEARS.

Background: That an agreement was entered with Opulentia Financial Services, as a short-term insurance portfolio manager for a period which will terminate on 30 September 2025. A new tender was advertised on 28 March 2025 under HES-FIN 04/2425: appointment of a panel of service providers for the management of a short-term insurance portfolio for a period of two (2) years and nine (9) months. That in terms of a recent judicial ruling in the Maximum Profit Recovery v Umkhanyakuda DM, the Bid Adjudication resolved to cancel tender HES-FIN 04/2425 and readvertise.

Reason and/or Scope of amendment: That Hessequa Municipality wish to extend and/or expand aforesaid contract at the same terms and conditions as per the original award under HES-FIN 03/2122 for a period of nine (9) months to provide sufficient time to follow a new tender procurement process. Enquiries can be made to Chantal Riddels at 028-713 7935, email: chantal@hessequa.gov.za or Hendrik Pienaar at 028-713 7951, email: hpienaar@hessequa.gov.za. Any written comments and/or objections may be addressed to Hessequa Municipality, E-mail: sarah@hessequa.gov.za or hpienaar@hessequa.gov.za, on or before 05 September 2025 at 13:00. The Municipality may refuse to accept any comment received after the closing date.



HESSEQUA MUNISIPALITEIT - PUBLIEKE KENNISGEWING

Kennis geskied hiermee kragtens Artikel 116 (3) van die Munisipale Finansiële Bestuurs Wet (Wet 56 van 2003) vir die wysiging van die volgende kontrakke wat verkry was deur 'n openlike verkrygingsproses.

1. TENDER HES-FIN 03/2122: BESTUUR VAN KORTTERMYNVERSEKERINGSPOORTEFEULJE VIR 'N TYPERK VAN DRIE (3) JAAR

Agtergrond: Dat 'n ooreenkoms met Opulentia Financial Services aangegaan is as 'n korttermyn-versekeringsportefeuljebestuurder vir 'n tydperk wat op 30 September 2025 sal beëindig. 'n Nuwe tender is op 28 Maart 2025 geadvertiseer onder HES-FIN 04/2425: aanstelling van 'n paneel diensverskaffers vir die bestuur van 'n korttermyn-versekeringsportefeulje vir 'n tydperk van twee (2) jaar en negen (9) maande. Dat ingevolge 'n onlangse geregtelike uitspraak in die Maximum Profit Recovery v Umkhanyakuda DM, die Tender Toekennings Komitee besluit het om tender HES-FIN 04/2425 te kanselleer en te heradvertiseer.

Rede en/of omvang van wysiging: Dat Hessequa Munisipaliteit die voorgenoemde kontrak wil verleng en/of uitbrei teen dieselfde bepalinge en voorwaardes as per die oorspronklike toekennings kragtens HES-FIN 03/2122 vir 'n tydperk van negen (9) maande om voldoende tyd te bied om 'n nuwe tenderverkrygingsproses te volg. Navrae in hierdie verband kan gerig word aan Chantal Riddels by 028-713 7935, e-pos: chantal@hessequa.gov.za of Hendrik Pienaar by 028-713 7951, e-pos: hpienaar@hessequa.gov.za. Enige geskrewe kommentaar en / of besware kan gerig word aan Hessequa Munisipaliteit, Posbus 29, Riversdal, 6670 of e-pos: sarah@hessequa.gov.za of hpienaar@hessequa.gov.za, voor of op 05 September 2025 at 13:00. Die Munisipaliteit behou die reg voor om enige kommentaar te weier na die sluitingsdatum van die kennisgewing.



VERHUURING VAN MUNISIPALE EIENDOM

Kennis geskied hiermee ingevolge die voorskrifte van Artikels 14, 112 en 116 van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003) soos gewysig, dat die volgende aansoek ontvang is vir die huur van Munisipale eiendom:

AANSOEKER	EIENDOMS-BESKRYWING	DOEL	HUURBEDRAG (BTW UITGESLUIT)	HUURTERMYN
Silbaal Skietklub	'n Gedeelte (ongeveer 3000 vierk. m) van Erf 238, Silbaal Oos.	Vir die bedryf van 'n skietklub.	R600.00 (BTW Uitgesluit) per jaar met 'n jaarlikse eskalasie koers van 8%	9 jaar en 11 maande

Skriftelike besware/kommentare moet die kantoor van die Munisipale Bestuurder bereik teen nie later as **Vrydag, 05 September 2025 om 12:00** nie. Besware/kommentare kan per hand afgelewer word by die Munisipale kantore, of kan gepos word aan die Munisipale Bestuurder, Posbus 29, Riversdal, 6670.

Laat kommentaar/besware sal nie oorweeg word nie. Verdere inligting en 'n engelse weergawe van die advertensie kan bekom word by Me. K. Page by 028 713 7972, of per e-pos kay-ann@hessequa.gov.za

ALBERTUS STEPHANUS ABRAHAM DE KLERK
MUNISIPALE BESTUURDER

Chantal Riddles

From: Sarah Sanders
Sent: Monday, 08 September 2025 13:23
To: Hendrik Pienaar; Chantal Riddles
Cc: Siphosethu Daweti; Annalize Vries
Subject: RE: MFMA Section 116 (3) request - tender HES-FIN 03/2122

Good afternoon All

Please be advised that no comments were received.

Kind regards



Sarah Sanders
Manager: Legal & Administration
Directorate: Corporate Services

+27 (0) 28 713 7941 (Direct) / +27 (0) 28 713 8000 (Office)
sarah@hessequa.gov.za
hessequa.gov.za / www.exploresgardenroute.co.za
Civic Centre, Van den Berg Street, Riversdale, 6670

11TH CLEAN AUDIT | RANKED 3RD SMALL TOWN LOCAL MUNICIPALITY 2024 (GPI)
ONLY MUNICIPALITY IN SA TO ACHIEVE BLUE FLAG STATUS FOR ALL SWIMMING BEACHES

A CARING, SERVING AND GROWING HESSEQUA

24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

From: Hendrik Pienaar <hpienaar@hessequa.gov.za>
Sent: Monday, 08 September 2025 12:41
To: Sarah Sanders <sarah@hessequa.gov.za>; Chantal Riddles <chantal@hessequa.gov.za>
Cc: Siphosethu Daweti <siphosethu@hessequa.gov.za>
Subject: MFMA Section 116 (3) request - tender HES-FIN 03/2122

Good day Colleagues

Attached notification which were published on 15 August 2025 has reference. The official closing date for comments or inputs was 05 September 2025.

Could you please confirm whether any comments or feedback were received regarding the contract extension request. I can confirm that no comments or inputs were received before closing date of 05 September 2025

Awaiting your response

Kind regards

Chantal Riddles

From: Chantal Riddles
Sent: Monday, 08 September 2025 12:47
To: Hendrik Pienaar; Sarah Sanders
Cc: Siphosethu Daweti
Subject: RE: MFMA Section 116 (3) request - tender HES-FIN 03/2122

Good day Hendrik

I can confirm that no comments or inputs were received as at closing date of 05 September 2025.

Thank you

Regards



Chantal Riddis
Accountant: Assets, Insurance and Disposal Management

Directorate: Financial Services

- +27 (0) 26 713 7936 (direct) / +27 (0) 26 713 8000 (office)
- chantal@hessequa.gov.za
- hessequa.gov.za / www.exploresgardenroute.co.za
- Civic Centre, Van den Berg Street, Riversdale, 6670

11TH CLEAN AUDIT | RANKED 3RD SMALL TOWN LOCAL MUNICIPALITY 2024 (GPI)
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Kind regards



HESSEQUA LM					
9 X MONTHS PREMIUMM					
Item No	Category	01 October 2025 - 30 June 2026			
		Premium	Broker Fee	VAT 15%	Total
1	COMBINED	R190 938	R0	R28 641	R219 579
2	OFFICE CONTENTS	R14 692	R0	R2 204	R16 896
3	ALL RISKS	R163 978	R0	R24 597	R188 575
4	THEFT	R4 975	R0	R746	R5 722
5	GLASS	R2 810	R0	R421	R3 231
6	MONEY	R17 912	R0	R2 687	R20 598
7	FIDELITY GUARANTEE	R3 073	R0	R461	R3 534
8	GOODS IN TRANSIT	R2 341	R0	R351	R2 693
9	GROUP PERSONAL ACCIDENT	R9 453	R0	R1 418	R10 871
10	STATED BENEFITS	R161 198	R0	R24 180	R185 377
11	ELECTRONIC EQUIPMENT	R178 741	R0	R26 811	R205 552
12	MOTOR FLEET	R1 239 992	R0	R185 999	R1 425 991
13	MARINE SMALL CRAFT	R11 483	R0	R1 723	R13 206
14	EMPLOYERS LIABILITY	R1 626	R0	R244	R1 870
15	AERODROME LIABILITY	R19 512	R0	R2 927	R22 438
16	D&O LIABILITY	R39 335	R0	R5 900	R45 236
17	PUBLIC LIABILITY	R164 093	R0	R24 614	R188 707
18	SASRIA COUNCILLORS	R229	R0	R34	R263
19	SASRIA GENERAL	R261 161	R0	R39 174	R300 335
20	HERITAGE ASSETS	R14 717	R0	R2 208	R16 924
	TOTAL ANNUAL PREMIUM	R2 502 260	R0	R375 339	R2 877 599

Trust you find the above in order.

Yours faithfully

Gerald Gordon

Director

083 318 6966

Votenummer	Dept	Cost Centr e	Type/ Indic ator	Grou p / Class ificat ion	Item	Sub Item	Fund	proje ct	Cost	Regio n	Typ	Description	Adjusted Budget 2425	Budget 2526
211023024601GMRCZZWM	21	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	17 595	18 651
241023024601GMRCZZWM	24	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	46 999	49 819
249023024611GMRCZZWM	24	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	6 961	7 267
301023024611GMRCZZWM	30	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	3 480	3 633
311023024601GMRCZZWM	31	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	77 043	71 066
311023024611GMRCZZWM	31	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	3 480	3 633
330523024601GMRCZZWM	33	05	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	46 730	49 534
331023024601GMRCZZWM	33	10	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
331523024601GMRCZZWM	33	15	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
332023024601GMRCZZWM	33	20	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
332523024601GMRCZZWM	33	25	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
333023024601GMRCZZWM	33	30	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
333523024601GMRCZZWM	33	35	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
334023024601GMRCZZWM	33	40	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
334523024601GMRCZZWM	33	45	2	30	246	0	LT	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	21 276	22 553
350523024601GMRCZZWM	35	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	4 336	4 596
351023024601GMRCZZWM	35	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	2 684	2 845
351523024601GMRCZZWM	35	15	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	4 336	4 596
352023024601GMRCZZWM	35	20	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 433	1 519
352523024601GMRCZZWM	35	25	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 615	1 712
353523024601GMRCZZWM	35	35	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	696	738
354523024601GMRCZZWM	35	45	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 716	1 819
355023024601GMRCZZWM	35	50	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	3 430	3 636
355523024601GMRCZZWM	35	55	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	2 117	2 244
356023024601GMRCZZWM	35	60	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 716	1 819
361023024601GMRCZZWM	36	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	26 185	27 756
401023024601GMRCZZWM	40	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	61 605	52 581
401023024611GMRCZZWM	40	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	2 196	2 293
402523024611GMRCZZWM	40	25	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	8 360	8 728
403023024601GMRCZZWM	40	30	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	4 430	3 636
501023024611GMRCZZWM	50	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	18 802	19 629
511023024601GMRCZZWM	51	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	9 624	2 781
521023024601GMRCZZWM	52	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	55 035	58 337

2016/01/31

Votenummer	Dept	Cost Center	Type/ Indicator	Group / Classification	Item	Sub Item	Fund	Project	Cost	Region	Type	Description	Adjusted Budget 2425	Budget 2526
531023024601GMRCZZWM	53	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	15 570	16 504
531023024611GMRCZZWM	53	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	81 762	85 360
539023024611GMRCZZWM	53	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	7 739	8 080
541023024611GMRCZZWM	54	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	8 373	8 741
551023024601GMRCZZWM	55	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	6 172	6 542
551023024611GMRCZZWM	55	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	178 136	185 974
571023024601GMRCZZWM	57	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	2 655	2 814
571023024611GMRCZZWM	57	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	6 868	7 170
600523024601GMRCZZWM	60	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	11 570	13 324
601023024601GMRCZZWM	60	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	13 024	12 745
601523024601GMRCZZWM	60	15	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	3 430	3 636
602023024601GMRCZZWM	60	20	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	3 331	3 531
602523024601GMRCZZWM	60	25	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	687	728
603523024601GMRCZZWM	60	35	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	3 196	3 388
609523024611GMRCZZWM	60	95	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	171	179
611023024601GMRCZZWM	61	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 304	1 382
620523024601GMRCZZWM	62	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	15 587	5 622
620523024611GMRCZZWM	62	05	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	1 878	1 961
621023024601GMRCZZWM	62	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	-	5 622
621023024611GMRCZZWM	62	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	13 146	13 724
621523024601GMRCZZWM	62	15	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	-	5 622
621523024611GMRCZZWM	62	15	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	514	537
622023024601GMRCZZWM	62	20	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	-	5 622
622023024611GMRCZZWM	62	20	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	1 622	1 693
629023024611GMRCZZWM	62	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	17 223	17 981
629123024611GMRCZZWM	62	91	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	35 052	36 594
629223024611GMRCZZWM	62	92	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	10 104	10 549
629323024611GMRCZZWM	62	93	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	24 053	25 111
630523024601GMRCZZWM	63	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	6 855	7 266
631023024601GMRCZZWM	63	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	16 674	17 674
631523024601GMRCZZWM	63	15	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	17 416	18 461
632023024601GMRCZZWM	63	20	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	859	911
639023024611GMRCZZWM	63	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	4 193	4 377

SPK
2025/01/31

Votenummer	Dept	Cost Center	Type/ Indicator	Group / Classification	Item	Sub Item	Fund	Project	Cost	Region	Type	Description	Adjusted Budget 2425	Budget 2526
640523024601GMRCZZWM	64	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 716	1 819
641023024601GMRCZZWM	64	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 049	1 112
641523024601GMRCZZWM	64	15	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 049	1 112
650523024601GMRCZZWM	65	05	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	9 293	9 851
651023024601GMRCZZWM	65	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	18 190	19 281
651023024611GMRCZZWM	65	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	167	174
652023024601GMRCZZWM	65	20	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	3 989	4 228
652523024601GMRCZZWM	65	25	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	12 327	13 067
652523024611GMRCZZWM	65	25	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	167	174
653023024601GMRCZZWM	65	30	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	12 327	13 067
653523024601GMRCZZWM	65	35	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	15 354	16 275
653523024611GMRCZZWM	65	35	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	10 139	10 585
654023024601GMRCZZWM	65	40	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	2 558	2 711
659023024611GMRCZZWM	65	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	2 547	2 659
659123024611GMRCZZWM	65	91	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	372	388
659423024611GMRCZZWM	65	94	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	1 118	1 167
659623024611GMRCZZWM	65	96	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	4 723	4 931
691023024601GMRCZZWM	69	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	26 592	17 588
691023024611GMRCZZWM	69	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	71 277	74 413
699023024611GMRCZZWM	69	90	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	535 889	559 468
701023024601DMRCZZWM	70	10	2	30	246	0	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	45 474	42 902
701023024611DMRCZZWM	70	10	2	30	246	1	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	14 638	15 282
709023024611DMRCZZWM	70	90	2	30	246	1	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	97 533	101 824
711023024601DMRCZZWM	71	10	2	30	246	0	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	10 305	5 623
711023024611DMRCZZWM	71	10	2	30	246	1	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	92 505	96 575
719023024611DMRCZZWM	71	90	2	30	246	1	1D	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	2 361	2 465
721023024601CMRCZZWM	72	10	2	30	246	0	1C	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	1 516	1 607
721023024611CMRCZZWM	72	10	2	30	246	1	1C	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	105 966	110 629
729023024611CMRCZZWM	72	90	2	30	246	1	1C	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	77 835	81 260
731023024601EMRCZZWM	73	10	2	30	246	0	1E	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	59 125	62 673
731023024611EMRCZZWM	73	10	2	30	246	1	1E	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	43 039	44 933
739023024611EMRCZZWM	73	90	2	30	246	1	1E	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	58 977	61 572
741023024601AMRCZZWM	74	10	2	30	246	0	1A	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	952 708	1 009 870

SPM
2015/07/31

Votenummer	Dept	Cost Centr e	Type/ Indic ator	Grou p / Class ificat ion	Item	Sub Item	Fund	proje ct	Cost	Regio n	Typ	Description	Adjusted Budget 2425	Budget 2526
741023024611AMRCZZWM	74	10	2	30	246	1	1A	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	28 543	29 799
74023024611AMRCZZWM	74	80	2	30	246	1	1A	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	244 175	254 919
801023024611GMRCZZWM	80	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	5 625	5 873
811023024601GMRCZZWM	81	10	2	30	246	0	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS	2 459	911
811023024611GMRCZZWM	81	10	2	30	246	1	1G	MRC	ZZ	WM	P	OC: INSUR UNDER - PREMIUMS: VEHICLES	44 348	46 299

3 709 951

3 853 803

Confirmation of budget 2025 2025 fy.

 Saneluc Hachwayo 2025/07/31



25 July 2025

Hessequa Local Municipality
PO Box 29
RIVERSDALE
6670

Dear Ms C Riddles,

**EXTENSION: HES FIN 03-2122 - MANAGEMENT OF SHORT-TERM
INSURANCE PORTFOLIO OF THE HESSEQUA MUNICIPALITY FROM 01
OCTOBER 2025 UNTIL 30 JUNE 2026 (9- MONTHS)**

Opulentia is indeed interested to have our current insurance contract extended for an additional 9 months, from 01 October 2025 until 30 June 2026, therefore accept this extension.

I hereby also confirm that the same tender terms and conditions as the original awarded tender will be applied.

In light of this, I respectfully request to allow us a grace period until next week Tuesday, 29 August to present the Hessequa LM with the correct insurance terms.

Once again, Opulentia is truly grateful for the opportunity to have our contract extended for an additional 9 months.

Trust you find the above in order.

Yours faithfully

Gerald Gordon

Director

083 318 6966

9.5 TABLING OF A LIST OF ALL EXEMPTIONS, REBATES AND REDUCTIONS AS REQUIRED BY SUBSECTION 15(3) OF THE LOCAL GOVERNMENT: MUNICIPAL PROPERTY RATES ACT FOR THE 2024/2025 FINANCIAL YEAR

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Revenue – S Daniels

PURPOSE OF REPORT / DOEL VAN VERSLAG

To table a list of all exemptions, rebates and reductions granted by the Municipality during the previous financial year, 2024/2025, and a statement reflecting the income forgone for the 2024/2025 financial year.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

In terms of Subsection 15(1) of the Amended Municipal Property Rates Act No.6 of 2004, a municipality may in terms of the criteria set out in its Rates Policy:

- a) Exempt a specific category of owners of properties, or the owners of a specific category of properties, from payment of a rate levied on their property; or
- b) Grant to a specific category of owners of properties, or to the owners of a specific category of properties, a rebate on or a reduction in the rates payable in respect of their properties.

Subsection 15(3) notes that, the municipal manager must annually table in the council of the municipality a:

- a) List of all exemptions, rebates and reductions granted by the municipality in terms of subsection 15(1) during the previous financial year; and
- b) Statement reflecting the income for the municipality forgone during the previous financial year by way of:
 - i) Such exemptions, rebates and reductions.

Council has granted the following exemptions, rebates and reductions as per the approved Property Rates Policy during the 2024/2025 financial year:

a) Exemptions

The following properties are exempted from paying property rates.

1. Municipal properties
2. Owners with properties categorized as residential with a market value of R50 000.00 or less are exempted from paying rates, including the impermissible market value of R15 000.00.

3. Public Service Infrastructure
4. Public Benefit Organisations

b) Rebates

1. Rebate on agricultural property.

- The municipality will apply the ratio for Agricultural farm properties of 1:0.19 (which is a 81% rebate on the tariff for residential properties) as promulgated by the Minister of Cooperative Governance and Traditional Affairs on 12 March 2010 through Government Gazette 33016, Notice R.195.
 - Farm owners must annually apply for qualifying for the following rebates:
 - (i) 3,5% for the provision of accommodation in a permanent structure to full time farm workers and their dependents or families;
 - (ii) 3,5% if these residential properties are provided with potable water;
 - (iii) 3.0% if the residential properties of the farm workers are electrified;
2. Farm properties and smallholdings categorised for residential purposes = 10%
 3. Farm properties categorised for industrial, commercial or business purposes = 10%
 4. Rebate approved by Council as special arrangements.
 5. Indigent owners.
 6. Rebates for retired and disabled persons.

c) Reductions

No reductions have been considered and granted

Herewith a **Statement of Income Forgone** for the 2024/2025 financial year that amounts to **R9 341 504.18**, early settlements excluded.

HESSEQUA MUNICIPALITY									
STATEMENT REFLECTING THE INCOME FOR THE MUNICIPALITY FORGONE DURING THE 2024/2025 FINANCIAL YEAR									
1	RATES INCOME PER VOTE - HESSEQUA RATES								-R 149 539 106.34
2	INCOME FORGONE:								R 9 341 504.18
(a)	Exemptions								
	(i)	Residential Properties, with a maximum market value of R15 000 as per a)2 above							
		Vote number: 4010102510212RB6ZZWM						R 1 625 862.65	
	(ii)	Residential Properties, with a maximum market value above R15 000 and below R50 000 as per a)2 above							
		Vote number: 4010102510212RB6ZZWM						R 4 384 758.61	
(b)	Rebates:								
	(i)	Farm Properties categoriesd for residential purposes 10%, as per b)2 above							
		Vote number: 4010102510212RB6ZZWM						R 555 708.27	
	(ii)	Farm Properties categoriesd for industrial, commercial and business purposs 10%, as per b)3 above							
		Vote number: 4010102510212RB6ZZWM						R 153 683.96	
	(iii)	10% rebates on farm properties, as per b)1 above							
		Vote number: 401010251031GRB1ZZWM						R 10 279.63	
(b)	Rebates for indigent debtors in terms of the indigent policy - b)5 above								
		Vote number: 4010102510012RB2ZZWM						R 1 982 142.79	
(c)	Rebates: Grant in aid - Pensioners as per b)6 above								
		Vote number: 4010102510112RB3ZZWM						R 629 068.27	
3	NETT: PROPERTY RATES INCOME (1-2)								-R 140 197 602.16

Financial Implication:

The total income forgone in respect of exemptions, reductions and rebates granted in the 2024/2025 financial year in respect of property rates amounts to **R 9 341 504.18**.

Legal Prescripts:

Property Rates Policy

Municipal Property Rates Act No.6 of 2004

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025**, and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note the list of all exemptions, rebates and reductions granted in the 2024/2025 financial year.
2. That Council note the municipality's total income forgone in respect of property rates in the amount of R9 341 504.18 for the 2024/2025 financial year (excluding early settlement), as per the statement above.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Financial Services – GJ Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

None.

9.6 POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE

File number / Verwysingsnommer: 3/6/3

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Head: Employee Relations & Organisational Development – Marcé Cronje

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to consider the possible fruitful and wasteful expenditure to the amount of R7 349.14.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Hessequa Municipality (HM) in April 2025 received an invitation to send a delegate and attend the Performance Management Learning Exchange Seminar on 30 April 2025 at the Inkosi Albert Luthuli International Convention Centre in Durban hosted by the eThekweni Municipality on 30 April 2025. Ms Lemona Kleinhans was delegated to attend the seminar and travel- and accommodation arrangements were made. She was to travel on 29 April 2025 and return on 01 May 2025.

Ms. Lemona Kleinhans was unable to utilize the accommodation and flight bookings made for attending the seminar due to a family emergency that required her immediate attention. Her uncle for whom she is the primary caregiver, was hospitalised on the evening of 28 April 2025 and discharged the next day, where he required her assistance to care for him. On 01 May 2025 he was hospitalised again. Whilst her uncle was hospitalized, her father fell ill, and on 4 May 2025 was also hospitalized and was discharged on 5 May 2025.

Ms Kleinhans notified her Manager late the evening of the 28th, that her uncle was admitted to hospital, where after she remained at the hospital until very late. Ms Kleinhans was scheduled to leave for the airport at 08:00, the next morning, on the 29th. The HR Manager asked officials within the department whether they could replace Ms Kleinhans, but due to the short notice, prior commitments, and deadlines, no staff member was able to replace her and take the flight.

Ms Kleinhans did not act deliberately or in a negligent manner, but as the primary caregiver to her father and uncle, who stays with her, she had to attend to their urgent needs.

The following table reflects the costs incurred by the Council pertaining to the seminar:

Flight Details	Payment Number	Payment Date	Amount
The return flight from George Airport to Durban - booked through Pentravel	90073705	22/04/2025	R7 666.71
Refund from Pentravel		21/05/2025	- R2 057.57

Sub Total Cost incurred by Council			R5 609.14
Accommodation Details	Payment Number	Payment Date	Amount
The Balmoral (Pty) Ltd	90073706	23/04/2025	R4 586.00
Credit retained (Valid 2 years)			- R2 846.00
Sub Total Cost incurred by Council			R1 740.00
Total Cost incurred by Council			R7 349.14

The service provider, Pentravel reimbursed an amount R2 057.57, R5 609.14 is non-refundable. For the accommodation booking, the Balmoral (Pty) Ltd charged a cancellation fee of R1 740.00 and provided the Municipality with a credit retainer of R 2 846.00 that is valid for 2 years.

Under the heading Fruitless and Wasteful Expenditure in the National Treasury MFMA Circular 68, the following is defined:

*“Fruitless and Wasteful expenditure is defined, in **section 1 of the MFMA**, as follows:*

*Fruitless and wasteful expenditure” means expenditure that was made in vain **and** would have been avoided had reasonable care been exercised.”*

The concept of fruitless and wasteful expenditure is founded on public administration and accountability principles, to promote “efficient, economic and effective use of resources and the attainment of value for money.” The idea is also founded on the fact that the council, the mayor and the accounting officer have a fiduciary responsibility to ensure that municipal resources are used in the best interests of the municipality and the local community.

*In this context ‘expenditure’ refers broadly to processes that must be followed, transactions with service providers or suppliers and the use of other resources belonging to the municipality. The phrase ‘made in vain’ indicates that the municipality derived no value from the expenditure or the use of other resources. Fruitless and wasteful expenditure **must fulfil both the conditions in the definition**, namely, that it was made in vain and it would have been avoided had reasonable care been exercised.”*

How the incident that occurred with Ms Kleinhans relates to circular 68 and the definition of Fruitless and Wasteful expenditure.

The circular states for something to be regarded as fruitless and wasteful expenditure it must fulfil both the conditions of the definition, namely, that it was made in vain and it would have been avoided had reasonable care been exercised.

The costs incurred by the Council can be regarded as in **vain** as Ms Kleinhans could not attend the seminar and did not fly, or sleep, in the booked accommodation. In terms of the second requirement of the conditions, there is **no “reasonable care” that could be exercised** to avoid this from happening. Flights and accommodation must be booked in advance to ensure that an official has a seat on the aeroplane and a place to sleep. Payment up front is required to secure this. She could not foresee that her uncle would get sick. (He unfortunately passed

on, a short while after) There was also no time for the department to find a replacement as she was to leave for the airport at 08:00, already the morning after her uncle was hospitalised.

Conclusion:

The costs incurred by Council to the amount of R7 349.14 is not Fruitless and Wasteful expenditure as per the definition of section 1 of the Municipal Finance Management Act, but in terms of transparency is herewith reported to the Section 32 Committee.

The item was tabled at the **Section 32 Committee meeting of 15 August 2025** and it was resolved:

- “1. That the Committee considered the circumstances of the official, the investigation conducted, as well as the definition of fruitless and wasteful expenditure.*
- 2. That Ms Kleinhans not be held accountable for costs incurred by Council to the amount of R7 349.14.*
- 3. That all Administrators be informed that accommodation credit to the value of R 2 846.00 must be used in the event of any accommodation requirements for official business in the eThekweni area.*
- 4. That the report be sent to MPAC for oversight.*

Proposer Cllr S Le Roux, seconded Cllr RG Davids

Cllr CP Taute did not support the recommendations.”

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted. The department has applied their mind and concluded that reasonable care was taken and the circumstances were beyond the control of the employee. The employee was found not to be negligent in her actions. Part of the municipality's responsibilities is to provide support to staff and ensure their wellness, which also ties into the vision and values of the municipality – that of a caring municipality. The recommendations are therefore supported.

**COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR
ONTWIKKELINGSBEPLANNING**

**COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR
TEGNIJSE DIENSTE**

**COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR
GEMEENSKAPSDIENSTE**

**COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER
REGSDIENSTE**

The content of the report is noted, and the recommendations are supported.

**COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER
STRATEGIESE DIENSTE**

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council considered the circumstances of the official, the investigation conducted, as well as the definition of fruitless and wasteful expenditure.
2. That Ms Kleinhans not be held accountable for costs incurred by Council to the amount of R7 349.14.
3. That all Administrators be informed that accommodation credit to the value of R 2 846.00 must be used in the event of any accommodation requirements for official business in the eThekweni area.
4. That the report be sent to MPAC for oversight.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: Original Pentravel Proof of Payment

Annexure B: Refund from Pentravel to Hessequa Municipality

Annexure C: Original Belmoral Hotel Accommodation Proof of Payment

Annexure D: Belmoral Hotel Accommodation Proof of Payment

Annexure E: Invitation Performance Management Learning Exchange Seminar (eThekweni Metro Municipality)



Consultant: Helen Potgieter
 Email: helen.potgieter@pentravel.co.za
 Date: 22 April 2025
 Contact: Netshimbupfe/Rotondwa Ms

Pentravel Garden Route
 Shop 59 / Garden Route Mall Intersection N2
 & Knysna Rd George 6529
 Phone: (+27) 044 803 2600

Traveller Names:
 KLEINHANS/ANN LEMONA MS

Sales agreement for booking reference: W69604

Itinerary

Itinerary			
Date	Time	Description	Status
Tuesday 29-Apr-2025	10:05	Flight FA 0259 (Safair) Depart: George Airport (George) Arrive: 29-Apr-2025 12:00 OR Tambo International Airport (Johannesburg) Baggage Allowance: 20kg Economy Class	Confirmed
	13:30	Flight FA 0669 (Safair) Depart: OR Tambo International Airport (Johannesburg) Arrive: 29-Apr-2025 14:40 King Shaka International Airport (Durban) Baggage Allowance: 20kg Economy Class	Confirmed
Thursday 01-May-2025	11:15	Flight SZ 0461 (Cemair) Depart: King Shaka International Airport (Durban) Arrive: 01-May-2025 13:20 George Airport (George) Baggage Allowance: 20kg Economy Class	Confirmed

Pricing Breakdown

Airfares

Airfare			
George to Durban Airline (full name): Safair			
Item	Base Price	Airport Tax	Total
1x Airfare for KLEINHANS/ANN LEMONA MS for R4,019.14 Total	R 3,050.00	R 969.14	R 4,019.14
1x Airfare for KLEINHANS/ANN LEMONA MS for R3,417.57 Total	R 2,720.00	R 697.57	R 3,417.57
	R 5,770.00	R 1,666.71	R 7,436.71
Supplier Amendment Safair charges R300+ vat and Cemair charges R600 per person + any new taxes subject to the availability of the same booking class and fare. Pentravel charges R345 per ticket per change.			
Supplier Cancellation Cemair charges 50% cancellation fee. Safair ticket is non-refundable. Pentravel's cancellation fee is R460.00			
Supplier Refund Pentravel charges a R230 admin fee per ticket to process a refund, payable at the time of cancelling your booking.			

Land

Consultancy Fee	
Supplier: Pentravel	
1x . for R230.00 Total	R 230.00
	R 230.00

Statement of account with Pentravel

Total owed:	R 7,666.71
Total paid:	R 0.00
Amount outstanding:	R 7,666.71

Important Notes for Booking W69604

Payment Requirements for booking ref W69604

Full payment is due immediately please.

Pentravel Amendment Fees for booking ref W69604

We reserve the right to charge an amendment fee of R345 per change.

Health Requirements for booking ref W69604

It is your personal decision to travel, and in doing so you must be aware of any health requirements such as Yellow Fever, Malaria, Covid 19 as well as any other Pandemic or health-related restrictions in any of the countries on your trip. Please consult your health practitioner or a Travel Clinic if you are unsure of the requirements.

Payment Requirements

Please reconfirm your outstanding balance before you make payment as prices may have fluctuated with the rate of exchange.

Pentravel accepts payment via the following methods:

- CASH, EFT OR DIRECT DEPOSITS into one of the bank accounts listed below. Please use **W69604** as a reference when making your payment. Bank transfers can take up to 48 hours to reflect. Payment cannot be processed unless the funds have cleared in our account.

Pentravel Central Services banking details:

ABSA

Account Name: **Pentravel**
Account Number: **4077213115**
Branch Code: **632005**
Account Type: **Current**

FNB

Account Name: **Pentravel**
Account Number: **62297837117**
Branch Code: **250655**
Account Type: **Current**

Nedbank

Account Name: **Pentravel**
Account Number: **1469192063**
Branch Code: **198765**
Account Type: **Current**

Standard Bank

Account Name: **Pentravel**
Account Number: **071021515**
Branch Code: **051001**
Account Type: **Current**

- CREDIT OR DEBIT cards produced in one of our stores.
- 3D SECURE ONLINE PAYMENT (Please ensure your credit card is set up for 3D Secure transactions)
- 3RD PARTY SUPPLIER ONLINE CREDIT CARD PAYMENTS via the Supplier's website - please send proof of payment to the Pentravel Consultant once completed.

Pentravel will never send you bank details on a separate document than this travel itinerary. Should you be concerned these details have been tampered with kindly confirm this information by calling Pentravel Central Services on 031 275 2000.

Terms and Conditions

Domestic Terms and Conditions

This booking contains domestic travel. Please find our terms and conditions for domestic travel at <https://biz.pentravel.co.za/page/reference/booking-terms-and-conditions-domestic/>



Name:

SUNDRY 20250423{000001}

Folder:

Own Account:

MAIN ACCOUNT -53571024174

Execution Date:

23-Apr-2025

Service Type:

Pay Today

Consolidated debit:

No

Total:

12,252.71

Total Processed:

12,252.71

Total Rejected:

0.00

User Code:

104158

Sequence Number	Recipient	Recipient Number	Recipient Reference	Recipient Account	Branch Name	Branch Code	Account type	Own Reference	Amount	Status
9523	THE BALMORAL (P		HESSEQUAMU90073706	00071576029	Standard Bank	020909	Current (cheque /bond) Account		4586.00	Processed



TAX INVOICE

Invoice : Copy - Invoice No. : 13079

Reference: 17386

Tuesday 29 April 2025

Attention : - Lemona Kleinhans
Contact Nr. :
Email : lemona@hessequa.gov.za
Address :

The Balmoral
125 OR Tambo Parade
Durban
4001
Kwa Zulu Natal
South Africa
VAT Nr.: 4910279944

Main Guest : - Lemona Kleinhans
Voucher No. :

Reference	Arrival	Departure	Nights	Adults	Children	Room
17386	29/04/2025	30/04/2025	1	1	0	1

Date	Description	Price (Excl)	VAT	Total Price
29/04/2025	Cancellation Fee @ R1740.00	R 1,513.04	R 226.96	R 1,740.00
	Sub-Total	R 1,513.04	R 226.96	R 1,740.00
24/04/2025	Bank Transfer	R -4,586.00	R 0.00	R -4,586.00
29/04/2025	Retain Credit	R 2,846.00	R 0.00	R 2,846.00
	Sub-Total	R -1,740.00	R 0.00	R -1,740.00
			Balance	R 0.00

Click [Here](#) to pay via our secure online payment portal.

Banking Details

Account Holder : The Balmoral
Bank Name : Standard Bank
Branch : Thibault Square
Branch Code : 020909
Account Number : 071576029
Swift Code : SBZAJJ

Tel: +27 (0) 31 368 8220

E-mail: enquiries@balmoralhotel.co.za

Registration Nr.: 2017/489490/07



INVITATION

PERFORMANCE MANAGEMENT LEARNING EXCHANGE SEMINAR

EThekwin Municipality cordially invites you to attend a Performance Management and Development System Seminar themed **"Aligning for success: Unlocking performance excellence through productivity."**

The seminar aims to bring together industry experts and officials from local, provincial and national sectors to share knowledge and best practices on aligning performance management systems with organisational strategy.

Discussions will focus exploring the productivity-performance nexus and reviewing standards for measuring quality and quantity to improve service delivery.



30 APRIL 2025



08H30 AM



**INKOSI ALBERT LUTHULI INTERNATIONAL
CONVENTION CENTRE**

NB: Only two delegates per organisation are invited to attend

For more information call 031 311 7742 or email: Londiwe.Mabaso1@durban.gov.za

9.7 CORRECTION OF THE INDIGENT POLICY 2025/2026 OF HESSEQUA MUNICIPALITY

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Director: Financial Services – Mr GJ Goliath

PURPOSE OF REPORT / DOEL VAN VERSLAG

To seek approval for the Correction of the Indigent Policy to enable more effective approval of applications.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

There were changes agreed by the Council Policy Workshop in March 2025 and presented to the communities in the IDP / Budget roadshow during April 2025 that the Indigent Policy changes would include a clause that monies paid by children to their parents would not be considered household income. This change was welcomed by both Council and the public.

Whilst finalising the policies, this change did not pull through to the final approved policy due to an administrative error and was then not approved by Council on 28 May 2025. The error was picked up whilst conducting the policy workshop with staff before implementation and is hereby brought to Council for approval as it was already endorsed in the Council Workshop and presented to the public for acceptance.

The amendment to indigent policy, reflected in blue underlined is as follows under clause 8.3:

- 8.3 The total monthly gross income of the registered owner/tenant and his/her spouse or life companion is not more than an amount as determined by Council from time to time. This amount includes any rental received from other occupants on the stand, but excludes any payments received from the applicant's children. Excluding social grants received for children, foster care and grant-in-aid. This amount will be determined at the beginning of every financial year and will be applied for the duration of that particular financial year.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025**, and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted and the recommendation is supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council approve the amendments to the Indigent Policy by amending clause 8.3 to read as follows:

“This amount includes any rental received from other occupants on the stand, [but excludes any payments received from the applicant’s children](#).”.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Financial Services: G Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

No

9.8 VERKOOP VAN ERF 521, HEIDELAAN, MELKHOUTFONTEIN

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die aansoek van Meneer Johannes de Vos om Erf 521, Heidelaan, Melkhoutfontein te koop, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

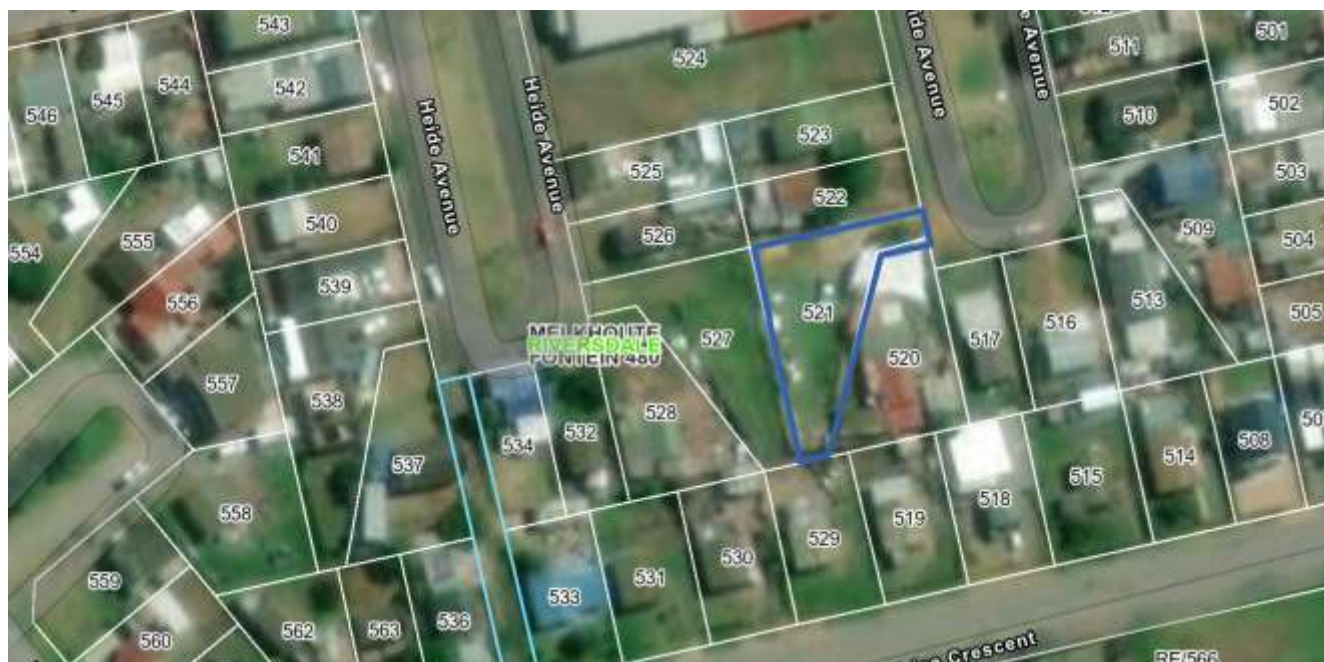
'n Aansoek is van Meneer Johannes de Vos, eienaar van Erf 520, Heidelaan, Melkhoutfontein ontvang vir die aankoop van Erf 521, Heidelaan, Melkhoutfontein. Meneer de Vos voer die volgende redes aan te motivering van sy aansoek om die eiendom te koop:

Rede/motivering vir aansoek:

- ① Eerstens dit was en is in groot veiligheids risiko a.g.v. misdaad aktiwiteite op erf no. Eienaars in die omgewing se veiligheid was en is bedreig a.g.v. daarvan.
- ② Tweedens dit is ongestruktureerd vir bou strukture.
- ③ Derdens wil dit graag verbruik en dit so beweiig en veilig maak as moontlik.

Met verwysing na die tweede punt in Meneer de Vos se motivering, kan bevestig word dat die erf oor baie ondergrondse water beskik, welke deursyfer na die grondoppervlak.

Die gedeelte ter sprake word hieronder aangedui (nie op skaal):



Dit is ook bevestig dat die eiendom nie vir enige munisipale doeleindes benodig nie. Voorts kan Erf 521, Melkhoutfontein ingevolge die Raad se Eiendomsbestuur beleid geklassifiseer word as 'n "non – viable property" aangesien die eiendom slegs deur die eienaar van die aangrensende eiendom (Erf 520) gebruik kan word gegewe die hoë grondwater vlakke wat dit duur sal maak om op die eiendom te bou (dit sal egter nie onmoontlik wees om op die eiendom te bou nie). Die oppervlak van Erf 521, Melkhoutfontein beloop 497 vk.m.

Paragraaf 21.4 van die Eiendomsbestuur beleid bepaal as volg:

"Non-Viable Property

In respect of Non-Viable Property which can only be utilized by one adjacent land owner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process."

Dit word aanbeveel dat die voorneme om die Erf 521 Melkhoutfontein direk aan Meneer Johannes de Vos te verkoop in die plaaslike koerant geadverteer word vir publieke insette. Indien die munisipaliteit wel tydens die publieke deelname proses kommentare ontvang wat daarop dui dat daar ander belangstelling is om die eiendom te koop, sal die aanbeveling wees om die eiendom by wyse van 'n mededingende proses te verkoop.

Ingevolge Regulasie 7 van die Munisipale Bate Oordragsregulasies, moet die Raad die volgende faktore oorweeg wanneer oorweging geskenk word aan die vervreemding van 'n nie-vrygestelde kapitale bate:

1. **Of die bate benodig word vir Munisipale doeleindes ingevolge artikel 14 (1) en 14 (2) van die MFMA (56 van 2003)**

Erf 521. Melkhoutfontein word nie deur enige van die Departemente benodig vir die lewering van Munisipale dienste nie. Die eiendom lewer tans geen inkomste vir die munisipaliteit nie en skep 'n deurloop wat lei tot vandalisme van omliggende eiendomme.

2. **Of die Raad 'n wins of verlies sal maak met die vervreemding**

Die billike markwaarde sal deur twee gekwalifiseerde waardeerders bepaal word, waarvan die gemiddelde as koopsom sal dien.

3. **Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit**

Die verkoop van 'n gedeelte van die eiendom sal geen wesentliche ekonomiese of finansiële voordele vir die Munisipaliteit inhou nie.

4. **Bestuur van risiko**

Daar is geen operasionele of beheer risiko wat gepaardgaan met die vervreemding van die eiendom nie.

5. **Beperkings en voorwaardes van toepassing op die kapitale bate:**

Die koper sal die munisipale eiendom met Erf 520, Melkhoutfontein moet konsolideer.

6. **Die koste van die vervreemding of oordrag**

Alle kostes wat verband hou met die transaksie sal vir die koper se rekening wees.

7. **Die impak op die kredietgradering, finansiële posisie en kontantvloei van die Munisipaliteit**

Die verkoop van die eiendom sal 'n positiewe impak hê op die bogenoemde faktore, alhoewel dit nie 'n wesentliche impak sal wees nie.

8. **Die oordrag van reserves en laste wat gepaard gaan met die bate**

Geen.

9. **Kommentaar van belanghebbendes**

Die voorneme om die eiendom direk aan die aansoeker te verkoop, sal in die Suid Kaap Forum vir besware en kommentare geadverteer word en sal ook aan Nasionale en Provinsiale Tesourie gestuur word vir kommentaar.

10. **Die Strategiese, Regs en ekonomiese belange van die Munisipaliteit en die gemeenskap**

Die voorgestelde wyse waarvolgens die vervreemding van die eiendom sal plaasvind is in lyn met die Munisipale Bate Oordragsregulasies en die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003).

Die item het op **29 Julie 2025** voor die **Wykskomitee van Wyk 1** gedien. Die Komitee het die volgende aanbevelings ondersteun:

- “1. Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 521, Heidelaan, Melkhoutfontein nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.*
- 2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 521, Heidelaan, Melkhoutfontein direk aan Meneer Johannes de Vos goedkeur ingevolge paragraaf 21.4 van die Munisipaliteit se Eiendomsbestuur beleid, onderhewig aan die volgende voorwaardes (2.1-2.5):*
 - 2.1 Dat die eiendom teen 'n markverwante bedrag verkoop word.*
 - 2.2 Dat die billike markwaarde deur twee gekwalifiseerde waardeerders bepaal word, waarvan die gemiddelde as koopsom sal dien.*
 - 2.3 Dat die eiendom met Erf 520, Melkhoutfontein gekonsolideer word.*
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare vir die rekening van die koper en dat die aansoek na Nasionale en Provinsiale Tesourie verwys word vir kommentaar.*
 - 2.5 Dat die koper verantwoordelik is alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot alle grondgebruik aansoek kostes, koopsom, advertensie kostes, koste om die markwaarde te bepaal, onderverdeling, -hersonering en konsolidasie kostes.*
- 3. Dat die item na die Raad verwys word.”*

Die item het op **20 Augustus 2025** voor die **Portefeuljekomitee** gedien en op **25 Augustus 2025** voor die **Uitvoerende Burgemeesterskomitee**. Beide Komitees het die onderstaande aanbevelings ondersteun:

- “1. Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 521, Heidelaan, Melkhoutfontein nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.*
- 2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 521, Heidelaan, Melkhoutfontein direk aan Meneer Johannes de Vos goedkeur ingevolge paragraaf 21.4 van die Munisipaliteit se Eiendomsbestuur beleid, onderhewig aan die volgende voorwaardes (2.1-2.5):*
 - 2.1 Dat die eiendom teen 'n markverwante bedrag verkoop word.*
 - 2.2 Dat die billike markwaarde deur twee gekwalifiseerde waardeerders bepaal word, waarvan die gemiddelde as koopsom sal dien.*
 - 2.3 Dat die eiendom met Erf 520, Melkhoutfontein gekonsolideer word.*
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare vir die rekening van die koper en dat die aansoek na Nasionale en Provinsiale Tesourie verwys word vir kommentaar.*

2.5 *Dat die koper verantwoordelik is alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot alle grondgebruik aansoek kostes, koopsom, advertensie kostes, koste om die markwaarde te bepaal, onderverdeling, -hersonering en konsolidasie kostes.*

3. *Dat die item na die Raad verwys word."*

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag, en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Kennis word geneem van die verslag, en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat ingevolge Artikel 14 (1) en 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 521, Heidelaan, Melkhoutfontein nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 521, Heidelaan, Melkhoutfontein direk aan Meneer Johannes de Vos **goedkeur** ingevolge paragraaf 21.4 van die Munisipaliteit se Eiendomsbestuur beleid, onderhewig aan die volgende voorwaardes (2.1-2.5):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag verkoop word.
 - 2.2 Dat die billike markwaarde deur twee gekwalifiseerde waardeerders bepaal word, waarvan die gemiddelde as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 520, Melkhoutfontein gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare vir die rekening van die koper en dat die aansoek na Nasionale en Provinsiale Tesourie verwys word vir kommentaar.
 - 2.5 Dat die koper verantwoordelik is alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot alle grondgebruik aansoek kostes, koopsom, advertensie kostes, koste om die markwaarde te bepaal, onderverdeling,-hersonering en konsolidasie kostes.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Korporatiewe Bestuur – Me M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Geen.

9.9 CONDITIONS OF SERVICE BENEFITS FOR FIXED-TERM CONTRACT STAFF EMPLOYED IN THE POLITICAL OFFICE BEARER AND COUNCIL SUPPORT OFFICE

File number / Verwysingsnommer: 4/3/2

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Human Resources - Adrian Oelofse

PURPOSE OF REPORT / DOEL VAN VERSLAG

To request Council to approve proposed changes in the employment contracts of staff employed in the Political Office Bearer and Council Support Office.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Executive Mayor directed a request that staff employed in the Political Office Bearer and Council Support Office be afforded the same benefits as other employees employed in the Council. Due to the nature of the appointments and the tenure of the appointments being coupled to the tenure of the particular political office bearer, these employees have contractual clauses that excludes them from the same conditions of service as permanent employees.

The specific clauses read as follows in Afrikaans:

11. ALGEMEEN

11.1 *Die Werknemer erken dat sy nie geregtig is op enige diensvoordele soos van toepassing op die Hessequa Munisipaliteit se permanente personeel nie.*

11.2 *Die Werknemer kan 'n keuse uitoefen of sy by een van die Werkgewer se gekoppelde mediese fondse of aftree fondse wil aansluit. Sou die Werknemer wel by een van die fondse aansluit, sal sy verantwoordelik wees vir die totale koste (insluitend die Werkgewer se bydrae).*

11.3 *Die Werknemer erken dat haar dienstermyn vir 'n beperkte tydperk en nie permanent is nie. Die Werknemer erken verder dat:*

11.3.1 *daar geen verwagting is dat die kontrak henu sal word na verstryking daarvan nie.*

11.3.2 *niks wat die Werknemer doen of wat enige van sy verteenwoordigers mag meld, doen of versuim om te doen, gedurende die kontraktermyn sal geïnterpreteer word asof dit 'n verwagting sal skep dat die kontrak henu sal word of dat 'n permanente indiensneming van die Werknemer sal plaasvind nie.*

The benefits under consideration are to allow the employees who wish to do so, to join one of the accredited municipal medical aid schemes, to join a pension fund, and to be eligible for a housing subsidy under the conditions as prescribed.

An employee who wishes to join an accredited Medical Aid would pay 40% contribution and the employer 60% up to a maximum of R5 791.15. An employee who wishes to join an accredited Pension Fund would contribute 9% and the employer 18% of their salary. Should an employee reside in a property that is bonded in either their own or their spouse's name/s they may qualify for a housing subsidy up to R1 170.23 subject to conditions.

Should all the employees elect to participate in all the benefits listed above and if they all qualify for the maximum amount, then the total cost of employees would increase by R1,87m from R3,77m to R5,63m. However, not all employees will qualify for the maximum amounts, nor will all employees elect to participate in the schemes, as it also reduces the net salary amount.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted. The financial implication will be absorbed by the budget of vacant posts as a result of retirement; resignation and recruitment processes during the year as formalised in the Adjustment Budget process. Council will have to increase its employer contribution budget in subsequent budget processes. The recommendations are therefore supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and recommendations supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the amendment of the employment contracts of the staff employed in the Political Office Bearer and Council Support Office to allow participation in accredited Medical Aids, Pension Funds and Housing Subsidy with effect from 1 October 2025.
2. That the Human Resource Department conclude new employment contracts with the employees to allow for the inclusions as outlined in (1) above.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

No

9.10 ACTING IN THE ABSENCE OF DIRECTOR: COMMUNITY SERVICES

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: HR Practitioner: Ms Jonecia Jansen

PURPOSE OF REPORT / DOEL VAN VERSLAG

The Director: Community Services will be on approved leave from 18 September 2025 to 06 October 2025. An acting Director must be appointed for the duration of the Directors' absence.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Mr R Heunis: Manager – Community Development is currently the only Manager in the Directorate that qualifies to act in the position. He meets all the requirements. It is recommended that Mr Heunis act in the absence of Mr Lewis-Michaels from 18 September 2025 to 06 October 2025. As Mr Heunis will be acting for a period in excess of twelve (12) days, he will be eligible to receive an acting allowance in terms of the Conditions of Service Collective Agreement for the Western Cape Division.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER INTERNAL AUDIT / KOMMENTAAR: BESTUURDER INTERNE OUDIT

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the acting of Mr R Heunis (Manager: Community Development) in the absence Mr Lewis-Michaels (Director: Community Services) from 18 September 2025 to 06 October 2025.
2. That an acting allowance calculated in terms of the Collective Agreement be paid to Mr Heunis.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Nil.

9.11 HERSIENE HESSEQUA OORD BELEID

File number / Verwysingsnommer: 7/6/B

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

PURPOSE OF REPORT / DOEL VAN VERSLAG

Om die hersiene Hessequa Oord beleid aan die Raad voor te lê vir goedkeuring.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Hessequa Oord Beleid was op **28 November 2019** deur die Raad goedgekeur.

Die Beleid se hersiening het, onder andere, voortgespruit uit Raadsbesluite aangaande die “Heidelberg Week” te Preekstoel Karavaanpark, en die goedkeuring van ‘n nuwe tarief (rabat) vir maand staan kampeerders by alle karavaan parke om ingesluit te word in die goedgekeurde Tariewe lys van die Raad.

‘n Ander aspek wat hersiening van die Beleid genoodsaak het, was die belyning van die Beleid deur invoeging van die Hessequa Verordening Insake Klantesorg en Inkomste bestuur van 16 Januarie 2009 (Provinsiale Koerant 6594). Die betrokke Verordening gee uitklaring aangaande die interpretasie en toepassing van die term “maand”.

Die voorgestelde verandering was deur die Raad op **31 Julie 2025** gewerkswinkel.

Die hersiene Beleid was tydens die **Portefeuljekomitee** van **Korporatiewe Bestuur** op **20 Augustus 2025** bespreek, en was die volgende aanbevelings gemaak:

- “1. Dat die Komitee kennis neem van die verslag aangaande die Hersiene Hessequa Oord Beleid.*
- 2. Dat die Komitee die voorgestelde Hersiene Hessequa Oord Beleid ondersteun.*
- 3. Dat die item verwys word na die Raad vir goedkeuring.”*

Die Uitvoerende Burgemeesterskomitee moet die Hersiene Oord Beleid oorweeg, en aanbevelings maak na die Raad toe.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en beleid. Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Bestuurder: Kampe en OHS

Dit word aanbeveel dat die Uitvoerende Burgemeesterskomitee die voorgestelde Hersiene Hessequa Oord Beleid, aanbeveel vir goedkeuring deur die Raad.

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die verslag aangaande die Hersiene Hessequa Oord Beleid.
2. Dat die Raad die voorgestelde Hersiene Hessequa Oord Beleid goedkeur.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Korporatiewe Bestuur – Me AM Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Hersiene Hessequa Oord Beleid

HESSEQUA

Munisipaliteit / Municipality



Beleid / Policy: OORD BELEID

"As Hessequa Municipality our values determine who we are, as we serve our community, we must strive to live our values every day. Our values are: **Honesty** – we must lead by example. **Respect** – we embrace the diversity of our community and respect each individual. **Trust** – when we listen to the perspective of others without judgement and act with sincerity, we build trust in the municipality. **Caring** – it is important to approach work and our community with an attitude of caring. **Integrity** – remember to do the right thing, even when no one is watching."

"As Hessequa Munisipaliteit bepaal ons waardes wie ons is, en moet ons daaglik streef om ons waardes uit te leef wanneer ons die Hessequa gemeenskap dien. Ons waardes is: **Eerlikheid** – ons moet 'n voorbeeld vir ander wees. Wees deursigtig in wat jy doen. **Respek** – ons gryp die diversiteit van ons gemeenskap aan en respekteer elke individu. Respekteer jousef, jou kollegas en die werksplek. **Vertroue** – Wanneer ons na die perspektiewe van ander luister sonder om te oordeel en met opregtheid optree, bou ons vertroue in die Munisipaliteit. **Omgee** – dit is belangrik om ons werk en ons gemeenskappe met 'n gesindheid van omgee te benader. **Integriteit** – onthou om te alle tye die regte dinge te doen."

"A caring, serving & growing Hessequa"

Goedgekeur / Approved:

Raadsbesluit / Council's decision:

HESSEQUA MUNISIPALITEIT

OORD BELEID

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AANHANGSELS

A: LYS VAN OORDE

B: AANSOEKVORM

C: KLIËNTE TEVREDENHEID

D: TARIEWELYS

1. DOEL

Hessequa Munisipaliteit besit sewe oorde en die doel van die beleid is om die bemaking, ontwikkeling, onderhoud en oordbestuur strategies te rig ten einde die winsgewendheid van die Oorde te laat toeneem sodat al die Oorde teen 'n wins bedryf word. Drie van die oorde is op langtermyn verhuring.

2. OMVANG

Die beleid is van toepassing op al Hessequa Munisipaliteit se oorde soos gelys in Bylae A. Enige afwyking van die beleid moet deur die Munisipale Bestuurder goedgekeur word.

3. AGTERGROND EN STRATEGIESE BELANG

3.1. Agtergrond

3.1.1 'n Langtermyn finansiële plan is vir Hessequa Munisipaliteit opgestel waarin daar onder andere aanbeveel was dat die, wyse waarop die oorde bedryf word, ondersoek word.

3.1.2 In 2015 was die Oorde onderworpe aan 'n werkstudie ondersoek met die spesifieke doel om die wyse waarop die oorde bedryf word te ondersoek en aanbevelings te maak ten einde die oorde se wins te verhoog en om die personeel optimaal aan te wend.

3.2. Strategiese belang

3.2.1. Die oorde is 'n belangrike hulpbron van die Munisipaliteit aangesien dit bekostigbare verblyf op van die gewilde vakansie bestemmings voorsien wat toeganklik is vir plaaslike inwoners en besoekers van regoor Suid-Afrika. Die Nasionale Toerismesektorstrategie (Februarie 2011) beklemtoon die gebruik van die oorde vir die skep van toeganklike en bekostigbare toeriste geriewe.

3.2.2 Oorde het die potensiaal om inkomste vir die Munisipaliteit te genereer. Daarbenewens skep besteding van besoekers ekonomiese versterkingsvoordele in die groter ekonomie, aangesien besoekers geld in die Munisipale area spandeer wat lei tot die skep van werksgeleenthede en ekonomiese ontwikkeling.

3.2.3. Die meeste van Hessequa Munisipaliteit se oorde is geleë langs die kusgebied wat toeriste en inwoners se ervaring van die kuslyn en omliggende natuurgebiede verhoog.

3.2.4. Voorts speel oorde 'n belangrike rol in gemeenskaps-en maatskaplike ontwikkeling deur programme, omgewingsopvoeding sowel as algemene ontspanning en vermaak geleenthede te bied.

3.2.5. Alhoewel daar in die werkstudie verslag aanbeveel was dat sekere oorde gedurende die jaar gesluit moet word en sekere oorde verkoop moet word, word die volgende beginsels aanvaar in 'n poging om die oorde meer winsgewend te bedryf alvorens die voorstelle in die werkstudie verslag oorweeg word:

3.2.5.1. Loods bemarkinginisiatiewe om die besetting syfer van die oorde te verhoog.

3.2.5.2. Sny bedryfsuitgawes by die oorde sodat die uitgawes verlaag sonder om dienslewering negatief te beïnvloed.

3.2.5.3. Beperk kapitale opgraderings sover moontlik tot bestaande infrastruktuur en nie deur nuwe infrastruktuur te skep wat die bedryfs uitgawes van die Kampe sal verhoog nie.

3.2.5.4. Die aanbied van skoon geriewe wat funksioneel is deur 'n doeltreffende skoonmaakdiens te verrig.

3.2.5.5. Die voorsiening van geriewe wat in 'n goeie kondisie is deur geriewe te onderhou en gebreke effektief en doeltreffend te herstel.

4. REGULATIEWE KONTEKS

4.1. Grondwet van die Republiek van Suid Afrika (1996)

4.1.1. Ingevolge bylae, 5B van die Grondwet word, strande by plaaslike geriewe, parke en ontspanning en openbare ruimtes ingesluit. Die toegang tot strande tesame met basiese toiletgeriewe is 'n verpligte funksie van plaaslike regering.

4.1.2. Bykomende geriewe soos oornagfasiliteite (oorde) is diskresionêre funksies, aangesien dit die gevolg is van 'n strategiese besluit om hulpbronne aan die funksie toe te wys, en nie uit 'n grondwetlike dienslewering spruit nie.

4.2. Wet op Munisipale Stelsel Wet 32 van 2000

4.2.1. Artikel 78(1) van die wet op Munisipale Stelsels bied die grondslag vir besluite oor interne of eksterne meganismes vir dienslewering.

4.2.2. Aangesien 'n oordfunksie 'n diskresionêre funksie is, word 'n Artikel 78(1) studie ingevolge die wet op Munisipale Stelsels nie vereis om bestuurs of konsessie, kontrakte in te stel ten opsigte van die bedryf van oorde deur privaat instansies nie.

4.3. Wet op Munisipale Finansiële Bestuur, Wet 56 van 2003, en die Munisipale Bate oordrag regulasies

- 4.3.1. Die verlening van 'n reg om eiendomme in Munisipale besit te gebruik of te bestuur word deur die Regulasies oor die oordrag van Munisipale Bates gereuleer.
- 4.3.2. Die sluit van bestuurskontrakte, konsessiekontrakte of samewerkings ooreenkomste moet volgens die vereistes van die bestuursregulasies geskied. Elke geval sal volgens verdienste beoordeel word en sal die besonderhede van die beoogde regte sowel as die waarde van die eiendomme in ag te neem.

4.4. Wet op Nasionale Omgewingsbestuur, Wet 107 van 1998(NEMA)

- 4.4.1. 'n Aantal oorde is in omgewingssensitiewe gebiede geleë en moet ooreenkomstig bogenoemde wet bestuur word.

4.5. Hessequa Verordening Insake Klantesorg en Inkomstebestuur, 16 Januarie 2009 (Provinsiale Koerant 6594)

- 4.5.1. Ingevolge die bepalings van die Verordening Insake Klantesorg en Inkomstebestuur van 16 Julie 2009 (Provinsiale Koerant 6594) word die term "Maand" as volg gedefinieër:
- 4.5.2. "Maand" beteken een van 12 maande van 'n kalenderjaar.
- 4.5.3. Enige verwysing na die term "maand" in die Oord Beleid, sal verwys na 'n Kalendermaand, om belyn te wees met die Hessequa Verordening Insake Klantesorg en Inkomstebestuur.

5. BESPREKING VIR 1 DESEMBER TOT 31 JANUARIE

5.1. Aansoekvorm

Alle aansoeke om verblyf moet ingedien word op 'n voltooide amptelike aansoekvorm (Aangeheg as Bylae B tot die beleid), voor of op **31 Maart** van die betrokke jaar waarin die vakansie tydperk voorkom. Die betrokke aansoekvorm is verkrygbaar by enige van die Hessequa Oorde of op die Raad se webtuiste www.hessequa.gov.za of op die explorersgarden route webtuiste en op die Raad se media platvorm.

5.2. Keuring

Die keuring van die aansoeke sal geskied in die tydperk **1 April tot 30 April** van die betrokke jaar aan die hand van die volgende kriteria:

- 5.2.1. Die eerste opsie word aan 'n persoon gegee ten opsigte van 'n staanplek/hut indien hy/sy in die vorige jaar die staanplek/hut gehuur het vir 'n tydperk van ten minste 10 nagte EN aansoek doen om vir tenminste 14 nagte aaneenlopend op die staanplek te staan/hut te huur en hy slegs oor kersdag of nuwejaarsdag staan.

- a) uitgesluit Preekstoel en Witsand Middelkamp
- b) maar 21 Jongensfontein
- c) 18 Ellensrust
- d) 14 Preekstoel en Witsand Middelkamp aaneenlopende nagte indien die aansoeker oor Kersdag **EN** Nuwejaarsdag wil staan.

5.2.2. Nadat alle aansoeke ingevolge die bogenoemde paragraaf geplaas is, sal die oorblywende plotte/hutte toegeken word aan die aansoekers volgens die hoeveelheid nagte waarvoor die aansoekers aansoek doen. In welke geval, aansoeke geplaas sal word van die meeste nagte na die minste nagte.

5.2.3. 'n Staanplek/hut mag toegeken word aan 'n aansoeker al het hy/sy die plot nie aangetoon op die aansoekvorm as sy eerste of tweede keuse nie.

5.3. Waglys

Die aansoekers wie na die keuringsproses nie kwalifiseer vir 'n staanplek of 'n hut nie of wat laat aansoek doen, se naam sal op die waglys geplaas word. Sou daar om enige rede 'n staanplek/hut beskikbaar word, sal die persoon op die waglys wat aansoek gedoen het vir die meeste nagte, geplaas word.

5.4. Wysiging van Huurtydperke

Indien enige van die aansoekers vir welke rede ookal hulle tydperk verkort nadat 'n toekenning gemaak is, sal die toekenning van die plot heroorweeg word deur die aansoeker se gewysigde hoeveelheid nagte te vergelyk met die aansoeker met die meeste nagte op die waglys, en indien die aansoeker op waglys vir meer nagte aansoek gedoen het as die gewysigde hoeveelheid nagte van die suksesvolle aansoeker, sal die plot toegeken word aan die aansoeker op die waglys. Geen wysigings aan huurtydperke sal na **30 September** van die betrokke jaar aanvaar word nie. Sou die suksesvolle aansoeker 'n deposito betaal het en nie meer kwalifiseer vir die plot/hut gebaseer op die hoeveelheid nagte nie, sal sy deposito/bedrag wat reeds betaal is terugbetaal word met 'n 15%, administrasieheffing wat deur die Munisipaliteit verhaal sal word van die deposito wat reeds betaal is.

5.5. Bevestiging

Die bevestigingskrywe wat opgestel word sal dien as 'n bevestiging dat die aansoeker se aansoek suksesvol was, en sal binne die eerste week **in Mei** van die betrokke jaar gestuur word aan die suksesvolle aansoekers en sal ten minste die volgende informasie insluit:

Plot/Hut nommer
 Datum van aankoms
 Datum van vertrek
 Hoeveelheid nagte
 Tarief per nag
 Diverse tariewe (bote, voertuie en addisionele persone)
 Totale bedrag betaalbaar

5.6. Opvolgende Desember bespreking

Aanzoekers het die opsie indien hulle aansoek doen om dieselfde staanplek/hut te bespreek vir die daaropvolgende Desember as wat die aansoeker die huidige Desember vakansie geokkupeer het, om sy bevestigingskrywe te ontvang teen 29 Februarie van die betrokke jaar. Die aansoeker moet op sy aansoekvorm aandui dat hy/sy die bevestigingskrywe in Februarie wil ontvang.

5.7. Die totale bedrag verskuldig is betaalbaar as volg:

- 5.7.1. Die eerste betaling van 50% van die totale bedrag teen **31 Augustus** van die betrokke jaar.
- 5.7.2. Die balans moet voor of op **31 Oktober** van die betrokke jaar betaal word, uitgesluit Preekstoel en Witsand Middel kamp waar die balans betaalbaar is voor of op **30 November** van die betrokke jaar.
- 5.7.3. Die bankbesonderhede sowel as die verwysingsnommer vir die inbetaling sal in die bevestigingskrywe voorsien word.
- 5.7.4. Geen kontant betalings word by enige van die Karavaanparke aanvaar nie, uitgesluit by Preekstoel Karavaanpark waar kontant uitsluitlik ontvang sal word gedurende die Desember skoolvakansie tydperk. Betalings kan deur middel van elektroniese fondsoorplasing gedoen word in die Munisipale bankrekening en daar is 'n debiet en kredietkaart* fasiliteit beskikbaar by die oorde. **Die bewys van betaling moet met aankoms getoon word indien die betaling gedoen word deur middel van 'n elektroniese fondsoorplasing. Betalings kan ook by Munisipale kantore gedoen word gedurende Munisipale kantoor ure.**
- 5.7.5. 'n Afskrif van die oordreëls sowel as die betalingsvoorwaardes sal saam met die bevestigingskrywe aan die suksesvolle aanzoekers gestuur word.
- 5.7.6. Die aanzoekers wie se naam op die waglys geplaas is, sal ook skriftelik in kennis gestel word dat hulle naam op 'n waglys is.
- 5.7.7. 'n Deposito van 50% van die totale verblyfgeld is betaalbaar voor of op **31 Augustus** van die betrokke jaar. Waar depositos nie op **31 Augustus** ontvang is nie, sal die bespreking gekanselleer word en die aansoeker sal skriftelik in kennis gestel word dat sy hut/staanplek gekanselleer is, en sal die hut/staanplek aan die volgende persoon op die waglys wie daarvoor kwalifiseer toegeken word.
- 5.7.8. Die balans van die verblyfgeld is betaalbaar voor of op **31 Oktober** van die betrokke jaar, behalwe by Preekstoel en Witsand Middelkamp waar die balans voor of op **15 November** van die betrokke jaar betaal moet

word. Waar die volle verblyfgeld nie teen die gespesifiseerde datums vereffen is nie, sal die bespreking, gekanselleer word en die aansoeker sal skriftelik in kennis gestel word van die kansellering van die plot/hut en die rede vir die kansellering. Die plot/hut sal aan die volgende persoon op die waglys, toegeken word. In die geval waar 'n persoon se bespreking gekanselleer word weens die nie-betaling van die tweede gedeelte van sy verblyfgeld word alle gelde wat reeds betaal is, verbeur.

5.7.9. Plotte/hutte mag onder geen omstandighede aan 'n persoon oorgedra/onderverhuur word nie, mits daar skriftelike toestemming verleen word deur die Kamp Koördineerder vir die oordrag/onderverhuur van die plote/hutte nie. In die geval van oordrag/onderverhuur sal die kampeerder se kampgelde verbeur word.

6. BESPREKING VIR PAASNAWEEK EN DIE MAART/APRIL SKOOLVAKANSIES

6.1. Alle aansoek om verblyf gedurende paasnaaweek en die Maart/April skoolvakansie moet op 'n amptelike aansoekvorm voor of op **31 Januarie** van die betrokke jaar ingedien word by die betrokke oord of aan die oord gestuur word per e-pos.

6.2. Die toekening van verblyf sal uitsluitlik oorweeg word volgens die hoeveelheid nagte waarvoor die aansoeker aansoek doen en sal aansoekers wat vir die meeste nagte aansoek doen eerste geplaas word.

6.3. Die keuring van die aansoeke sal geskied binne die eerste week van **Februarie** van die betrokke jaar en sal die suksesvolle aansoeker voor **10 Februarie** van betrokke jaar per bevestigingskrywe ingelig word van die toekening sowel as die betalingsvoorwaardes.

6.4. Die volle bedrag is betaalbaar voor of op **1 Maart** van die betrokke jaar. Sou die suksesvolle aansoeker nie die volle bedrag teen **1 Maart** van die betrokke jaar betaal het nie word die staanplek/hut aan die volgende persoon op die waglys, toegeken.

7. BESPREKINGS VAN HUTTE VIR DIE RES VAN DIE JAAR (UITGESLUIT DESEMBER/JANUARIE EN PAASNAWEEK EN MAART/APRIL SKOOLVAKANSIE)

7.1. Alhoewel besprekings buite finansiële jare aanvaar sal word sal dit onderhewig wees aan die betaling van die tarief van toepassing op datum van aankoms.

- 7.2. Besprekings vir verblyf in enige van die hutte by die onderskeie oorde kan telefonies, per aansoekvorm, per epos of per faks ingedien word by die betrokke oord.
- 7.3. Nadat die bespreking ontvang is, sal daar binne 2 werksdae 'n bevestigingskrywe aan die aansoeker tesame met betalings besonderhede voorsien word.
- 7.4. 'n Deposito van 50% van die totale verblyfgeld is binne 48 uur na uitreiking van die bevestigingskrywe, deur die aansoeker betaalbaar in die bankrekening van die Munisipaliteit. Die uitstaande bedrag moet met aankoms betaal word. Die aansoeker moet die bewys van betaling aan die betrokke kantoor deurstuur, waarna sy bespreking aanvaar sal word.
- 7.5. Indien die deposito nie binne 48 uur na die uitreiking van die bevestigingskrywe inbetaal is nie, sal die bespreking gekanselleer word.
- 7.6. Sou die bespreking gemaak word en die tydperk van aankoms is binne 1 tot 3 werksdae na die datum waarop die bespreking gemaak is, geskied die volle betaling by aankoms.

8. BESPREKINGS VIR DIE RES VAN DIE FINANSIËLE JAAR: STAANPLEKKE

- 8.1. Bespreking op staanplekke sal slegs gedoen word vir groepe wat 5 of meer staanplekke op dieselfde tyd en vir grootliks dieselfde datums bespreek.
- 8.2. Die groep word as n eenheid hanteer en die verantwoordelike persoon soos deur die groep aangewys, is verantwoordelik vir die aansoek en eenmalige betaling van die kostes namens die groep.
- 8.3. Alle staanplek besprekings deur groepe sal slegs per amptelike aansoekvorm geskied en die aansoekvorm moet ten minste 20 werksdae voor die datum van beplande aankoms gestuur word aan die spesifieke oord.
- 8.4. 'n Bevestigingskrywe tesame met betalingsbesonderhede sal binne 2 werksdae vanaf die datum waarop die aansoek ontvang is, aan die aansoeker gestuur word.
- 8.5. Die volle verblyfgeld moet vyf werksdae voor die aankomsdatum in die Munisipaliteit se bankrekening betaal word en die bewys van betaling moet aan die kantoor gestuur word.
- 8.6. Indien die betaling nie betyds ontvang word nie, word die bespreking gekanselleer.

- 8.7. Alhoewel besprekings buite finansiële jare aanvaar sal word sal dit onderhewig wees aan die betaling van die tarief van toepassing op datum van aankoms.
- 8.8. Geen ander of enkele besprekings van staanplekke word aanvaar en hanteer nie, die beginsel van "eerste in, eerste gehelp" sal geld en die besoeker kies n beskikbare staanplek by aankoms. Dit geld ook vir besoekers wat gebruik wil maak van die maandtarief tensy hulle n groep is wat 5 of meer staanplekke op dieselfde tyd aanvra.

9. ALGEMENE VOORWAARDES

- 9.1. Alle bespreking is onderhewig aan die beskikbaarheid van hutte en staanplekke.
- 9.2. Geen persoon word toegelaat tot die oord alvorens hy/sy nie die verblyfgelde ten volle betaal het nie.
- 9.3. Onvoltooide, verkeerde of onvolledige aansoeke sal nie oorweeg word nie.
- 9.4. Geen telefoniese besprekings of telefoniese finale bevestigings vir die Desember/Januarie vakansie sal aanvaar word nie.
- 9.5. In alle gevalle waar die aansoeker nie op die staanplek/hut van sy/haar keuse geplaas kan word nie, sal daardie aansoek ook oorweeg word vir enige ander beskikbare staanplek of hut wat beskikbaar is, indien die aansoeker bevestig dat hy/sy gemaklik is met die staanplek/hut.
- 9.6. Besprekings word beperk tot 'n aaneenlopende tydperk van 90 dae, per * Oord, per finansiële jaar.

10. OORDREËLS

Die volgende reëls is van toepassing by alle oorde.

Kennisgewing: Besoekers betree die oord en die gebruik van alle geriewe op eie risiko. Die Munisipaliteit en sy werknemers by die onderskeie oorde aanvaar geen verantwoordelikheid vir enige beserings, verlies of skade aan persoon/e, voertuie of enige ander eiendom nie en aanvaar ook nie aanspreeklikheid daarvoor nie. Die reg van toegang word streng binne die onderskeie oorde voorbehou. Oortreding van enige reëls mag lei tot onmiddellike uitsetting deur die Kampe Voorman/aangewese amptenaar.

10.1. Algemeen

- 10.1.1. Normale aankoms en vertrek tyd vir alle oorde sal as volg wees:
Tussen 14:00 en 16:30 op 'n gegewe dag – aankoms tyd

10:00 – op 'n gegewe dag – Uitboek tyd

10.1.2. Die aankomstyd strek vanaf 14:00 tot 16:30 op die dag van aankoms, en die vertrektyd is nie later as 10:00 op die dag van vertrek nie. Indien aankoms na 16:30 geskied moet die vakansieganger vooraf met die kantoor die nodige reëlins tref. Gedurende piek tye kan die kantoor ure aangepas word volgens die behoefte by 'n spesifieke oord.

Die jarelange tradisie van die "Heidelberg week "te Preekstoel Karavaanpark en die familie saamtrek en groep bespreking, deur die Raad ondersteun word, en dat die kamp jaarliks beskikbaar gestel word tot 20h00 op die vertrekdag van die kampeerders. (gewoonlik die laaste Sondag van "Heidelberg week")

10.1.3. Geen persoon word binne die oord toegelaat indien enige gelde uitstaande is nie.

10.1.4. 'n Deposito, soos deur die Raad vasgestel, is betaalbaar en sal aangewend word as 'n Sleutel/afstandbeheer/breekskade deposito. Hierdie deposito sal weer terugbetaal word aan die vakansieganger nadat 'n inspeksie uitgevoer is en daar geen skade of verliese is nie. Die sleutel deposito kan in kontant betaal word met aankoms.

10.1.5. Staanplek/hutte mag onder geen omstandighede onderverhuur word nie.

10.1.6. Die maksimum toegelate persone per staanplek soos aangedui in die tariewelys mag onder geen omstandighede oorskry word nie en die maksimum toegelate persone in die hutte word beperk tot die hoeveelheid beddens in die hut.

10.1.7. Die identifikasie plakker/permit moet tydens die Desember skoolvakansie tydperk ten alle tye sigbaar vertoon word in die voertuig se ruit.

10.1.8. Laat alle geriewe in 'n skoon en netjiese toestand soos waarin u dit ontvang het, deur alle koppies, glase, eetgerei ens wat gebruik is te was

en terug te pak in die kaste en om alle blikkies, bottels en papiere in die asblik wat voorsien word in die hut, te plaas.

10.1.9. Die spoedbeperking binne die oord is 20km/uur. Bestuur asseblief versigtig en gehoorsaam die padtekens.

10.1.10. Die kampeerder in wie se naam die staanplek/hut bespreek is sal verantwoordelik wees vir die gedrag van persone op/in sy staanplek/hut.

10.1.11. Ten einde goeie orde in die oorde te handhaaf word die volgende handelinge verbied:

10.1.11.1. Die gebruik van taal of die verrigting van enige handeling wat daarop bereken is om goeie orde te versteur,

10.1.11.2. Die veroorsaking van steurings deur bakleiery, geskree, getwis of gesing en drankmisbruik.

10.1.11.3. Die maak, voorsien of weergee van enige musiek op so manier wat inmeng met die rustigheid, die gerief en vrede van die kampeerders/bewoners of die algemene publiek nie.

10.1.11.4. Radio's en TV toestelle moet ten alle tye sag gestel wees.

10.1.11.5. Stilte na 23h00, uitgesluit oujaarsaand.

10.1.11.6. Enige Munisipale Verordening van Hessequa Munisipaliteit oortree nie.

10.1.12. Geen troeteldiere (soogdiere, reptiele, visse of amfibieë) word toegelaat nie.

10.1.13. Geen vuurwerke mag in kampterrein afgevuur word nie.

- 10.1.14. Bome en plantegroei mag nie beskadig word nie.
- 10.1.15. Persone mag nie op die wasbakke by gerieweblokke sit nie.
- 10.1.16. Geen grond vure word toegelaat nie. Bring u eie staanbraai en rooster.
- 10.1.17. Vure mag slegs op geboude braaiplekke/mobiele braaiers gemaak word.
- 10.1.18. Geen warm as mag in vullisdromme of op die grond gestort word nie.
- 10.1.19. Geen tuinslange vir die was van voertuie, bote, karavane of sleepwaens mag gebruik word nie.
- 10.1.20. Kinders onder 8 jaar moet deur hul ouers na die gerieweblok vergesel word.
- 10.1.21. Geen gespelery of gehardloop in badkamers/opwasplekke nie.
- 10.1.22. Alle karavane moet toegerus wees met 'n brandblusser(getoets & SABS goedgekeur)
- 10.1.23. Geen vorm van handeldryf (besigheid) word in oord toegelaat nie behalwe by die perseel wat verhuur word as 'n kiosk.
- 10.1.24. Geen elektriese verlengingskoorde/antennas/DSTV koorde mag oor paaie gelê word nie.
- 10.1.25. Vis mag slegs op aangewese plekke skoon gemaak word.
- 10.1.26. Geen slag/doodmaak/verwerking van enige dier/voël of enige lewende dier word in oord toegelaat nie.

- 10.1.27. Algemene reël, binne die grense van die oord, het voetgangers die reg van weg.
- 10.1.28. Geen persoon mag enige plakaat op Munisipale eiendom binne die oord aanbring nie.
- 10.1.29. Geen persoon mag enige handeling pleeg wat enige besering aan 'n ander persoon kan veroorsaak nie, of die beskadiging of verwoesting van enige eiendom of die gebruik van enige brandbestrydings toerusting of noodtoerusting anders as vir die gebruik in noodtoestande.
- 10.1.30. Geen persoon mag op enige ander plek urineer, ontlaas of "porta potties" leegmaak as in die aangewese ablusiegeriewe vir die doel voorsien nie.
- 10.1.31. Geen persoon mag kaal of met onbetaamlike kleredrag buite 'n aantrekkamer, toilet of in die publiek verskyn nie.
- 10.1.32. Indien die oord oor 'n dansbaan beskik mag musiek op sekere aande tot 24:00 gespeel word met vooraf goedkeuring vanaf Bestuurder Kampe.
- 10.1.33. Besoekers van kampeerders sal alleenlik toegelaat word as reëlings vooraf met kantoor getref word wat insluit:
- 10.1.33.1. Doel van besoek moet verklaar word.
- 10.1.33.2. Besoekers moet die perseel verlaat nie later as 24:00 nie, uitgesluit oujaarsaand. Geen voertuie van besoekers mag in die Oord toegelaat word op oujaarsaand nie.
- 10.1.33.3. Geen besoeker sal toegelaat word om te oornag, sonder die toestemming van die Kamp Klerk en teen die betaling van die addisionele tarief soos uiteengesit in die Raad se tariewe lys nie.

- 10.1.33.4. Besoekers moet buite die oord parkeer, behalwe indien die Klerk bevestig dat daar voldoende spasie beskikbaar is op 'n staanplek/by 'n hut binne die Karavaanpark vir die voertuig om op te parkeer.
- 10.1.34. Een woonwa met twee aanslaantente en 2 klein "dome" tente word toegelaat per staanplek anders slegs 3 "dome" tente. Die grense van die staanplek mag nooit oorskry word nie.
- 10.1.35. Vullishouers moet op die straatfront gedeelte gehou word vir maklike verwydering van vullis.
- 10.1.36. Ablusieblokke wat in die buite seisoen gesluit word, mag nie gebruik word nie en sal die beskikbare ablusieblokke aan u uitgewys word by aankoms.
- 10.1.37. Staanplekke wat afgespêr is, mag nie gebruik word nie.
- 10.1.38. Geen los soliede grondseile word toegelaat nie, slegs skadu-nette tipe grondseile.
- 10.1.39. Indien die besoeker enige van die oordreëls oortree kan die plasingsbeampte die besoeker versoek om die Karavaanpark te verlaat en indien die persoon/e nie die Karavaanpark vrywilliglik wil verlaat nie kan die persone verwyder word met behulp van wetstoepassers en/of die S.A.P.D. Geen terugbetaling van enige gelde sal gemaak word aan die besoeker indien hy/sy uit die Oord gesit word weens die nie-nakoming van reëls nie en die besoeker sal verbied word tot verdere toegang binne die Karavaanparke van Hessequa Munisipaliteit.
- 10.1.40. Indien 'n Karavaan/Tent staanplek nie skoon en netjies agtergelaat word nadat die kamp periode van 'n kampeerder verstryk het nie, sal aan die kampeerder 'n boete opgelê word soos vervat in die Raad se goedgekeurde Tariewe lys.

10.2. Hutte

- 10.2.1. Geen tente/woonwaens of enige ander mobiele woonwa eenhede word by hutte toegelaat nie.
- 10.2.2. Die vakansiegangers is self verantwoordelik vir die voorsiening van beddegoed, skoonmaakmiddels en 'n braai rooster.
- 10.2.3. Die inventaris items van die hut moet by aankoms deur die huurder nagegaan word en alle tekorte of gebreke moet onmiddellik gerapporteer word by die kantoor. By versuim om die inventaris lys na te gaan en daar ontstaan tekorte of gebreke, kan die kostes vir die vervanging daarvan onmiddellik van die huurder se deposito verhaal word.
- 10.2.4. Indien 'n hut onnet of vuil agtergelaat word sal 50% van die deposito teruggehou word.
- 10.2.5. Breekskade deposito sal vir enige gebreke by 'n hut aangewend word, indien die skade egter groter is as die deposito, sal die uitstaande kostes van die vakansieganger verhaal word.
- 10.2.6. Geen huisraad, eetgerei, linne of toerusting mag uit die hutte verwyder word nie.
- 10.2.7. Vervanging van breekware moet vooraf met die Kampe Voorman bespreek word indien die vakansieganger breekware in die hut breek en dit self wil vervang.

10.3. Sleutels/afstandbeheer

- 10.3.1. Indien sleutels en afstandbeheer kontroles nie op die dag van vertrek ingehandig word nie, sal die deposito verbeur word.

10.3.2. Afstandbeheer kontroles mag slegs gebruik word om die oorde binne te kom of te verlaat. Misbruik daarvan sal u, u deposito laat verbeur en u voertuig moet buite die oord geparkeer word.

10.3.3. U mag nie sonder toestemming die hekke oopmaak en persone en/of ander voertuie toelaat tot die oord nie.

10.3.4. Enige verlore/vermiste/gesteelde/stukkende afstandbeheer kontroles sal herstel of vervang word uit die betrokke deposito.

10.3.5. Slegs een afstandbeheer kontrole per staanplek/hut sal uitgereik word.

10.3.6. Gerieweblok sleutels en afstandbeheer kontroles is en bly die eiendom van die Munisipaliteit en moet by vertrek ingehandig word.

10.4. Voertuie

10.4.1. Geen privaat vragmotor of enige swaarvoertuig word in oord toegelaat nie. Parkeerruimte (indien beskikbaar) soos aangedui by oord moet gebruik word. Nie van toepassing op noodvoertuie en mobiele motorhuise nie.

10.4.2. Slegs een motor per staanplek/hut word toegelaat. 'n Tweede voertuig en/of boot word toegelaat teen die betaling van 'n tarief soos in die Raad se tariewelys, met die goedkeuring van die Oordbestuurder indien spasie beskikbaar is op die staanplek.

10.4.3. Geen motorfietse, bromponies, vierwiel motorfiets of driewiel motorfietse mag binne die oord bestuur word nie.

10.4.4. Geen herstelwerk of diens aan enige voertuig mag binne die oord

- 10.4.5. gedoen word nie, behalwe vir die doel om die voertuig weg te sleep.

10.5. Kansellاسies en Terugbetaling van kampeer en hut gelde

- 10.5.1. Vooruit besprekings wat gekanselleer word sal slegs terugbetaal word, by ontvangs van 'n skriftelike aansoek en sal die volgende persentasie van die totale gelde wat reeds betaal is, as administratiewe koste, verhaal word van die bedrag:

- 10.5.1.1. Indien 'n aansoeker wat suksesvol geplaas is vir Desember/Januarie huisvesting sy bespreking voor of op 31 Oktober, kanselleer sal 25% van die bedrag wat reeds betaal is terug gehou word deur die Munisipaliteit as administrasiekoste.

- 10.5.1.2. Geen terugbetaling van verblyfgeld sal gemaak word vir diegene wat hul verblyf vir Desember/Januarie na 31 Oktober kanselleer nie of wat nie die tweede gedeelte van hulle verblyf gelde teen 31 Oktober of 15 November in die geval van Preekstoel en die Witsand Middelkamp betaal het nie en die bespreking as gekanselleer beskou word deur die Munisipaliteit, behalwe in die geval van 'n sterfte (doodsertifikaat of 'n beëdigde verklaring moet voorsien word), mediese redes (mediese sertifikaat moet voorsien word) of enige ander saak (bewys deur S.A.P.D verslag/saak nommer), sal 'n 25% administrasiefooi gehef word.

- 10.5.1.3. Die bedrag wat terugbetaalbaar is aan die aansoeker sal binne 'n tydperk van 14 werksdae vanaf die datum waarop die kansellاسieskrywe deur 'n Munisipale amptenaar ontvang is, betaal word.

- 10.5.1.4. Indien 'n aansoeker sy staanplek/hut wat aan hom/haar toegeken is vir Paasnaweek en/of die Maart/April skoolvakansie 10 kalenderdae voor die persoon se aankoms datum volgens die aansoekvorm kanselleer word 50% as administratiewe koste verhaal van die bedrag wat reeds betaal is en indien die aansoeker

minder as 10 dae voor die datum van aankoms sy bespreking kanselleer word die volle bedrag wat reeds betaal is verbeur.

10.5.1.5. Vir kansellasies wat nie hanteer kan word ingevolge die bostaande paragrawe nie, sal 'n administrasie heffing van 25% van die volle huurgeld wat reeds betaal is, verhaal word.

10.5.2. Indien 'n bewoner van 'n staanplek/hut vroeër vertrek as die vertrek datum op sy aansoekvorm word geen terugbetaling van die van oorblywende nagte gedoen nie.

11. BEMARKING

Oordgebruik is tans seisoenaal, en bereik 'n hoogtepunt oor Kers- en Paastyd. Kampeergeriewe word weining in die wintermaande gebruik, terwyl selfsorgeenhede meer geskik is vir heeljaarse besetting. Die uitdaging is om oordgebruik te verhoog dat die selfsorgeenhede buite seisoentyd meer benut word. Die strategiese bemarking van die oorde deur die korrekte teikenmark te bereik sal saam met die ander strategieë in die beleid bydra tot die verhoging in die besettingssyfer van die oorde in die buite seisoen tydperk.

Die volgende kommunikasie kanale soos vervat in die Raad se Kommunikasie Beleid kan toegepas word met bemarking van die oorde naamlik:

11.1 Gedrukte media:

11.1.1. Plaas van berigte in die plaaslike/streek en nasionale koerant.

11.1.2. Stuur oord verwante nuus saam met Munisipale rekeninge aan die inwoners van Hessequa omgewing.

11.1.3. Stuur van verwante nuus aan woonwagklubs en Oordverenigings.

11.2. Elektroniese bemarking:

11.2.1. Hessequa webtuiste.

11.2.2. Hessequa facebook blad.

11.2.3. Explorers Garden route webtuiste.

11.2.4. Eksterne besighede/verenigings wat die Oorde namens die Munisipaliteit bemark (lekkeslaap en Wes Kaap oord verening.)

12. TARIEWE

Die tariewe by die Oorde is geskoei op die goedgekeurde Tariewelys van die relevante finansiële jaar soos per aanhangsel D.

AANHANGSEL A

LYS VAN OORDE

NAAM VAN OORD	AANTAL STAANPLEKKE	AANTAL HUTTE	ABLUSIE GEBOUE	JEUGHERBERG
Jongensfontein	116	17	3	-
Ellensrust	338	21	5	-
Preekstoel	409	14	13	1
Witsand Middelkamp	50	1	2	-

AANHANGSEL B

Aansoekvorm

HESSEQUA MUNISIPALITEIT

Aansoeke kan aan die volgende e-pos adres gerig word of kan by die spesifieke Oord ingedien word:

Ellensrust:	ellensrust@hessequa.gov.za	Preekstoel:	preekstoel@hessequa.gov.za
Witsand Middelkamp:	witsand@hessequa.gov.za	Jongensfontein	jft@hessequa.gov.za

AANSOEK OM VAKANSIEVERBLIF

AANSOEKER:	
------------	--

ID NO:																			
--------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Kopie van Aansoeker se Identiteitsdokument moet aansoekvorm vergesel)

Sel:		Tel:	
E-Pos:		Faks:	
Posadres:		Woonadres:	

Aantal Voertuie:

Motor Regnrs:

Ander Okkupeerders:

	TITEL	V/LETTERS	VAN	I.D.NR.
2.				
3.				
4.				
5.				
6.				

Hoeveel jaar kamp U al in die kamp waarvoor u aansoek doen?

Aantal volwassenes:		Kinders jonger as 18:	
Datum van aankoms:	/...../.....		
Datum van vertrek:	/...../.....		

- MERK MET 'N X BY KEUSE VAN HUT OF STAANPLEK.
- Dui u EERSTE en TWEEDE keuse MET **nommer** van hut en of staanplek aan.

NB. MERK DUIDELIK BY WATTER KAMPEERTERREIN AANSOEK GEDOEN WORD

Kampeerterrein	Staanplek Nr	Hut Nr	1ste Keuse	2de Keuse
Ellensrust				
Preekstoel				
Jongensfontein				
Witsand-Middel				

Slegs vir kantoor gebruik:

Datum ontvang:
Hut/Staanplek toegeken:.....
Aantal dae:
Vanaf Tot
Deposito: =R.....
Finale bedrag: =R.....
TOTAAL: =R.....

Algemene voorwaardes en reëls rakende hierdie aansoek:

1. **GEEN troeteldiere en motorfietse** van enige aard word toegelaat binne die Oord nie.
2. **U betree die oord op eie risiko.** Die Raad en amptenare van die Munisipaliteit aanvaar geen verantwoordelikheid vir enige beserings, verlies of skade aan persoon/persone en/of voertuie of enige ander eiendom nie en kan ook nie aanspreeklik gehou word nie.
3. Die toekening van aansoeke is **finale** en geen korrespondensie of mondelinge terugvoering sal na die tyd gedoen word nie. Suksesvolle aansoekers sal wel per bevestigingskrywe ingelig word.
4. Die Plasingsbeampte behou die reg voor om aansoeke te wysig, te korrigeer, aan te pas, en/of te kanselleer.
5. Die oordreëls moet **ten alle tye** gehoorsaam en nagekom word. Enige iemand wat nie die reëls gehoorsaam nie, sal onmiddelik die Oord moet verlaat sonder dat enige gedeelte van die kampgelde terugbetaal sal word.
6. Indien u die aansoek by die Munisipale Kantoor indien is dit u verantwoordelikheid om die aansoekvorm register wat beskikbaar is by die Kantoor te voltooi ter bewys dat u die aansoek ingedien het.
7. Indien enige van u kontakbesonderhede of posadres verander nadat u die aansoekvorm ingedien het, stuur asb u gewysigde kontakbesonderhede of posadres aan die Munisipaliteit sodat toekomstige korrespondensie u bereik.
8. Ek en my mede kampeerders op my staanplek verbind my tot die oordreëls soos beskikbaar by die Munisipale Oorde en op die Munisipale webtuiste by www.hessequa.gov.za

Handtekening (Aansoeker)

Datum:

AANHANGSEL C					
KWALITEITSOPNAME VAN KAMPEERTEREINE					
WITSAND MIDDELKAMP	☐	ELLENSRUST	☐		
PREEKSTOEL	☐	BEVERLY HILLS	☐	JONGENSFONTEIN	☐
	SKAAL				
OPNAME ITEMS	SWAK - 1	GOED			UITSTEKKEND - 5
	PUNTE				
	1	2	3	4	5
1. Reserverings proses					
2. Besikbaarheid van personeel tydens besprekingsproses					
3. Verwelkoming ervaring					
4. Vriendelikheid van personeel					
5. Die inhoud van die chalets (tafels, stoele, eetgerei, ens.)					
6. Toestand van geboue (binne en buite)					
7. Netheld van kampeerterrein.					
8. Netheld van abluslegerlewe en chalets.					
9. Sekuriteit en veiligheid.					
10. Waarskynlikheid om terug te keer.					
Enige ander kommentaar of aanbevelings?					
Naam					
Kontak besonderhede					
Chalet/Stanplek/Plot	Nommer				
Dankie dat u die tyd geneem het om die vraeys te voltooi. Handig asseblief die vraeys by die kantoor in.					

AANHANGSEL D

TARIEWE



HESSEQUA MUNICIPALITY FINAL

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

ELLENSRUST CAMPSITE

*All tariffs are per night, except where otherwise indicated

*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays
Out of season	Rest of the year

DEPOSIT: CHALETS (no VAT)

1. CHALETS AND BUNGALOWS

CHALETs AND BUNGALOWS

	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
Bungalow No. 5 - 8 and 1 + 16	R 1 220.00	R 760.00	R 1 280.00	R 800.00	R 1 357.00	R 848.00
Bungalow No. 9 + 10	R 2 270.00	R 1 200.00	R 2 390.00	R 1 260.00	R 2 533.00	R 1 336.00
Bungalow No. 11, 12, 14 + 15	R 1 430.00	R 830.00	R 1 500.00	R 870.00	R 1 590.00	R 922.00
Bungalow No. 18 - 21	R 1 470.00	R 840.00	R 1 500.00	R 880.00	R 1 590.00	R 933.00
Bungalow No. 2 - 4	R 990.00	R 690.00	R 1 040.00	R 730.00	R 1 102.00	R 774.00
Bungalow 13 + 17	R 1 870.00	R 1 010.00	R 1 970.00	R 1 060.00	R 1 124.00	R 1 124.00
	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
R	70.00	R 70.00	R 70.00	R 70.00	R 70.00	R 70.00
R	350.00	R 350.00	R 370.00	R 370.00	R 392.00	R 392.00
	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
R	710.00	R 320.00	R 730.00	R 330.00	R 774.00	R 350.00

Campsites with electricity

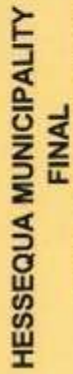
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

	2024/2025		2025/2026		2026/2027	
	Out of season	Out of season	Out of season	Out of season	Out of season	Out of season
5 stands / chalets or more	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	30%	30%	30%	30%	30%	30%
Pensioners and/or persons older than 60 years	25%	25%	25%	25%	25%	25%
Caravan clubs that book 15 and more stands	25%	25%	25%	25%	25%	25%
5 - 14 nights	30%	30%	30%	30%	30%	30%
14 - 29 nights	35%	35%	35%	35%	35%	35%

4. OTHER TARIFFS

Day visitors (no picnics during in-season periods)	Per vehicle	R 40.00	R 40.00	R 40.00
Day visitors (no picnics during in-season periods)	Per person	R 30.00	R 30.00	R 30.00



CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

Monthly tariff for 2 persons / tariff per additional person (maximum 2): Not available during December school holidays.	Per month / per additional person							
Additional person that overnights (max. 8 per stand)	Per person	R 130.00	-	R 2 770 / R1370	R 40.00	R 140.00	-	R 2 920 / R1 440
Additional vehicle or boat per stand	Per day	R 40.00	R 40.00	R 40.00	R 40.00	R 40.00	R 148.00	R 40.00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable							R 500

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.



HESSEQUA MUNICIPALITY FINAL

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

PREEKSTOEL CAMPSITE

*All tariffs are per night, except where otherwise indicated

*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times

Out of season

From 1 December to the end of the December school holidays

Rest of the year

DEPOSIT: CHALETS AND YOUTH HOSTEL (no VAT)

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS

	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
6 x A-Type	R 1 050.00	R 660.00	R 1 110.00	R 700.00	R 1 177.00	R 742.00
2 x B-Type	R 1 050.00	R 660.00	R 1 110.00	R 700.00	R 1 177.00	R 742.00
2 x C-Type	R 1 170.00	R 870.00	R 1 230.00	R 920.00	R 1 304.00	R 975.00
C3 and C4	R 1 520.00	R 1 080.00	R 1 600.00	R 1 140.00	R 1 696.00	R 1 208.00
C5 and C6	R 1 600.00	R 1 280.00	R 1 680.00	R 1 350.00	R 1 781.00	R 1 431.00
YOUTH HOSTEL (FAMILIES)						
Larger flat	R 820.00	R 540.00	R 860.00	R 570.00	R 912.00	R 604.00
Smaller flat	R 710.00	R 520.00	R 750.00	R 550.00	R 795.00	R 583.00

2. DEPOSIT AND CAMPSITES

	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70.00	R 70.00	R 70.00	R 70.00	R 70.00	R 70.00
Remote/tag (no VAT)	R 350.00	R 350.00	R 370.00	R 370.00	R 392.00	R 392.00
Campsites with electricity						
Caravans - with power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 570.00	R 300.00	R 600.00	R 320.00	R 636.00	R 339.00
- without power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 410.00	R 230.00	R 430.00	R 240.00	R 455.00	R 254.00
Tents - special demarcated area	R 410.00	R 230.00	R 430.00	R 240.00	R 455.00	R 254.00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

	2024/2025		2025/2026		2026/2027	
	Out of season	Out of season	Out of season	Out of season	Out of season	Out of season
5 stands or more	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	30%	30%	30%	30%	30%	30%
Pensioners and/or persons older than 60 years	25%	25%	25%	25%	25%	25%
Caravan clubs that book 15 and more stands	25%	25%	25%	25%	25%	25%
5 - 14 nights	30%	30%	30%	30%	30%	30%



HESSEQUA MUNICIPALITY FINAL

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

14 - 29 nights		2024/2025		2025/2026		2026/2027	
		Season	Out of season	Season	Out of season	Season	Out of season
4. OTHER TARIFFS							
Day visitors (no picnics during in-season periods)		-	R 40.00	-	R 40.00	-	R 40.00
Day visitors (no picnics during in-season periods)		-	R 30.00	-	R 30.00	-	R 30.00
Monthly tariff for 2 persons / tariff per additional person (maximum 2): Not available during December school holidays.							
Additional person that overnights (max. 8 per stand)		R 60.00	R 40.00	R 60.00	R 40.00	R 60.00	R 40.00
Additional vehicle or boat per stand (max. 1 per stand subject to space)		R 40.00	R 40.00	R 40.00	R 40.00	R 40.00	R 40.00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired						R 500	
5. GENERAL							
All rentals are subject to the provisions of the Camp Rules.							



HESSEQUA MUNICIPALITY FINAL

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

JONGENSFONTEIN CAMPSITE

*All tariffs are per night, except where otherwise indicated

*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal time	From 1 December to the end of the December school holidays
Out of season	Rest of the year

DEPOSIT: CHALETS (no VAT)	2024/2025	2025/2026	2026/2027
	R 890.00	R 940.00	R 996.00

1. CHALETS AND BUNGALOWS

CHALETs AND BUNGALOWS

	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
17 - 18	R 2 280.00	R 1 290.00	R 2 400.00	R 1 360.00	R 2 544.00	R 1 442.00
1 - 16	R 1 750.00	R 1 010.00	R 1 840.00	R 1 060.00	R 1 950.00	R 1 124.00
2024/2025						
2025/2026						
2026/2027						
	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
R	70.00	R 70.00	R 70.00	R 70.00	R 70.00	R 70.00
R	350.00	R 350.00	R 370.00	R 370.00	R 392.00	R 392.00
2024/2025						
2025/2026						
2026/2027						
	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
R	810.00	R 360.00	R 850.00	R 380.00	R 901.00	R 403.00

Campsites with electricity

Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

	2024/2025		2025/2026		2026/2027	
	Out of season	Out of season	Out of season	Out of season	Out of season	Out of season
5 stands / chalets or more	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	20%	20%	20%	20%	20%	20%
Church groups / sports clubs / cultural organisations	30%	30%	30%	30%	30%	30%
Pensioners and/or persons older than 60 years	25%	25%	25%	25%	25%	25%
Caravan clubs that book 15 and more stands	25%	25%	25%	25%	25%	25%
5 - 14 nights	30%	30%	30%	30%	30%	30%
14 - 29 nights	35%	35%	35%	35%	35%	35%

4. OTHER TARIFFS

	2024/2025		2025/2026		2026/2027	
	Per vehicle	Per person	Per vehicle	Per person	Per vehicle	Per person
Day visitors (no picnics during in-season periods)	R 40.00	R 30.00	R 40.00	R 30.00	R 40.00	R 30.00
Day visitors (no picnics during in-season periods)	R 40.00	R 30.00	R 40.00	R 30.00	R 40.00	R 30.00
Monthly tariff for 2 persons / tariff per additional person (maximum 2): Not available on Easter weekend, in March/April and December school holidays.	R 3390/ R 1680	R 70.00	R 3580/ R 1770	R 70.00	R 3795/ R 1 876	R 70.00
Additional person that overnights (max. 8 per stand)	R 150.00	R 70.00	R 160.00	R 70.00	R 170.00	R 70.00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	R 40.00	R 40.00	R 40.00	R 40.00	R 40.00	R 40.00



**HESSEQUA MUNICIPALITY
FINAL**

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

Penalty Fee - Caravan/Tent plot not cleared up after camping period expired

Once-off & Non-Refundable

R5500

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.



HESSEQUA MUNICIPALITY FINAL

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

WITSAND (WEST CAMP - This camp needs to be removed from Tariff List as it is on a long term lease contract) & MIDDLE CAMP)

*All tariffs are per night, except where otherwise indicated

*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times

From 1 December to the end of the December school holidays

Rest of the year

DEPOSIT: CHALETS (no VAT)	2024/2025	2025/2026	2026/2027
	R 520.00	R 550.00	R 583.00

1. CHALETS

CHALETs	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
2 bedrooms	R 760.00	R 620.00	R 800.00	R 650.00	R 848.00	R 683.00

2. DEPOSIT AND CAMPSITES

Key deposit/extra key (no VAT)

Remoteflag (no VAT)

Western camp electricity included	2024/2025		2025/2026		2026/2027	
	Season	Out of season	Season	Out of season	Season	Out of season
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 630.00	R 300.00	R 670.00	R 320.00	R -	R -

Middle camp electricity included

Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	2024/2025	2025/2026	2026/2027
	R 520.00	R 551.00	R 584.00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

	2024/2025	2025/2026	2026/2027
5 stands or more	20%	20%	20%
Church groups / sports clubs / cultural organisations	20%	20%	20%
Church groups / sports clubs / cultural organisations	30%	30%	30%
Pensioners and/or persons older than 60 years	25%	25%	25%
Caravan clubs that book 15 and more stands	25%	25%	25%
5 - 14 nights	30%	30%	30%
14 - 29 nights	35%	35%	35%

4. OTHER TARIFFS

Day visitors (no picnics during in-season periods)	2024/2025		2025/2026		2026/2027	
	Per vehicle	R 40.00	-	R 40.00	-	R 40.00
Day visitors (no picnics during in-season periods)	Per person	R 30.00	-	R 30.00	-	R 30.00
Monthly tariff for 2 persons / tariff per additional person (maximum 2): Not available during December school holidays.	Per month / per additional person	-	R 2 230 / R 1 110	-	R 2 350 / R 1 170	-
Additional person that overnights - middle camp (max. 8 per stand)	Per person	R 110.00	R 80.00	R 120.00	R 80.00	R 127.00
Additional person that overnights - eastern camp (max. 8 per stand)	Per person	R 100.00	R 60.00	R 110.00	R 60.00	R 117.00
Additional vehicle or boat per stand						



**HESSEQUA MUNICIPALITY
FINAL**

CAMP / RESORT TARIFFS 2025/2026

Tariffs: VAT included / per day, except where otherwise indicated

(max. 1 per stand subject to space)	Per day	R	60.00	R	60.00	R	60.00	R	60.00	R	60.00	R	60.00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable												R500

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

HESSEQUA KAMPE – KAMPE TARIEWE ITEM – MAAND STAAN KAMPEERDERS

Raadsvergadering: 30 Julie 2025

Besluit 6.16:

1. Dat die Raad die toevoeging van die onderstaande kortings tot die 2025/2026 tariewe lys, goedkeur, welke van toepassing sal wees op die dagtarief vir kampeerdere wat vir 30 – 90 aaneenlopende nagte in een van die onderstaande se karavaanparke, kampeer, met effek 1 Augustus 2025:

Jongensfontein karavaanpark:

Korting = 68%

Ellensrust karavaanpark:

Korting = 70%

Preekstoel karavaanpark:

Korting = 75%

Witsand Middelkamp

Korting = 75%

2. Dat die maand tariewe vir staanplekke in die Raad se karavaanparke soos goedgekeur deur die Raad en vervat is in die 2025/2026 tariewe lys, slegs van toepassing sal wees wanneer kampeerdere staanplekke bespreek vir 'n kalendermaand (vanaf die eerste dag tot die laaste dag van die betrokke maand), vooruitwerkend vanaf 1 Augustus 2025.
3. Dat die kortings soos uiteengesit onder aanbeveling nommer 1 van toepassing sal wees indien kampeerdere staanplekke bespreek vir 30 – 90 aaneenlopende nagte en dat die korting persentasie toegepas sal word op die dag tarief soos vervat in die Raad se goedgekeurde tariewe lys vir die betrokke finansiële jaar.

4. Dat die kampeerders slegs vir een tipe korting soos uiteengesit in die Raad se tariewe lys kwalifiseer en dat in gevalle waar kampeerders vir twee tipes korting kwalifiseer, die hoogste moontlike korting persentasie waarvoor die kampeerder kwalifiseer, aan hom/haar toegestaan word.

9.12 VERKOOP VAN 'N GEDEELTE (ONGEVEER 216 VK.M) VAN DIE RESTANT VAN ERF 161, WITSAND

File number / Verwysingsnommer: 7/2/2/8

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die aansoek van PS Marais Familie Trust, verteenwoordig deur Pieter Sarel Marais, om 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand aan te koop, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

'n Aansoek is van Pieter Sarel Marais, namens PS Marais Familie Trust, ontvang waarin daar aansoek gedoen word om 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand teen 'n markverwante bedrag by die Munisipaliteit te koop. Die aansoeker is die eienaar van die aangrensende eiendom bekend as Erf 9, Witsand.

Die doel van die aansoek is om die gedeelte waarvoor aansoek gedoen word, met die aansoeker se eiendom te konsolideer aangesien die woonhuis op die munisipale eiendom oorskry. Alhoewel die aansoeker in die aansoek melding maak van die aanbouing van 'n dek aan die suide kant van die woning, is daar intussen bevestiging ontvang dat geen nuwe strukture op die gedeelte wat aangekoop word, beplan word nie. Die aansoeker het die eiendom so gekoop en was onder die indruk dat die gedeelte waarop oorskry word, deel van sy eiendom is. Die oorskryding is tydens 'n baken herplasing uitgewys en is die aansoeker gevolglik adviseer om vir die eiendom aansoek te doen.

Die gedeelte waarvoor aansoek gedoen word, word hieronder aangedui (nie op skaal):



Die aansoek is vooraf na Tegniese dienste en Ontwikkelingsbeplanning vir kommentaar verwys. Ontwikkelingsbeplanning het geen beswaar teen die aansoek nie. Die Tegniese afdeling ondersteun die aansoek onderhewig aan die voorwaarde dat daar geen strukture op die eiendom waarvoor aansoek gedoen word, opgerig word nie en dat die aansoeker verantwoordelik is om die stabiliteit van die grond te bevestig. Hierdie word dus as voorwaardes in die aanbeveling vervat.

Indien die Raad die aansoek vir die vervreemding van die spesifieke gedeelte aan die aansoeker gunstig oorweeg, kan die gedeelte direk aan die aansoeker vervreem word. Hierdie is weens die grootte en uitleg van die gedeelte, welke dit op sy eie, onprakties maak vir ontwikkeling. Die gedeelte van die eiendom kan dus net sinvol aangewend word indien dit met een van die aangrensende eiendomme konsolideer en ontwikkel word.

Paragraaf 21.4 van die Eiendomsbestuur beleid bepaal as volg:

“Non-Viable Property

In respect of Non-Viable Property which can only be utilized by one adjacent land owner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process.”

Ingevolge Regulasie 7 van die Munisipale Bate Oordragsregulasies, moet die Raad die volgende faktore oorweeg wanneer oorweging geskenk word aan die vervreemding van 'n nie-vrygestelde kapitale bate:

1. **Of die bate benodig word vir Munisipale doeleindes ingevolge artikel 14 (1) en 14 (2) van die MFMA (56 van 2003)**

Hierdie gedeelte van die restant van Erf 161, Witsand word nie deur enige van die Departemente benodig vir die lewering van Munisipale dienste nie.

2. **Of die Raad 'n wins of verlies sal maak met die vervreemding**

Dit word voorgestel dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word ten einde die billike markwaarde van die gedeelte waarvoor aansoek gedoen word, te bepaal.

3. **Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit**

Die verkoop van 'n gedeelte van die eiendom sal geen wesentliche ekonomiese of finansiële voordele vir die Munisipaliteit inhou nie.

4. **Bestuur van risiko**

Daar is geen operasionele of beheer risiko wat gepaardgaan met die vervreemding van die eiendom nie.

5. **Beperkings en voorwaardes van toepassing op die kapitale bate:**

Geen.

6. **Die koste van die vervreemding of oordrag**

Alle kostes in verband met die verkoop van die eiendom, sal vir die rekening van die aansoeker wees, insluitend die grondgebruik aansoek kostes.

7. **Die impak op die kredietgradering, finansiële posisie en kontantvloei van die Munisipaliteit**

Die verkoop van die eiendom sal 'n positiewe impak hê op die bogenoemde faktore, alhoewel dit nie 'n wesenlike impak sal wees nie.

8. **Die oordrag van reserves en laste wat gepaard gaan met die bate**

Geen.

9. **Kommentaar van belanghebbendes**

Die voorneme om 'n gedeelte van die eiendom direk aan die aansoeker te verkoop, sal in die Suid Kaap Forum vir besware en kommentare geadverteer word.

10. **Die Strategiese, Regs en ekonomiese belange van die Munisipaliteit en die gemeenskap**

Die voorgestelde wyse waarvolgens die vervreemding van die eiendom sal plaasvind is in lyn met die Munisipale Bate Oordragsregulasies en die Wet op Munisipale Finansiële Bestuur (Wet 56 van 2003).

Die item is na die **Wykskomitee** vergadering van **Wyk 4** op **29 Julie 2025** verwys, maar die komitee het nie 'n kworum gehad nie.

Die verslag het op **20 Augustus 2025** tydens die **Portefeuljekomitee vergadering** gediën en is die volgende aanbevelings gemaak:

- “1. *Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand nie benodig word vir die lewering van basiese Munisipale dienste nie.*
2. *Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bate (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand direk aan PS Marais Familie Trust, verteenwoordig deur Pieter Sarel Marais, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.7):*

2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.

- 2.2 *Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.*
 - 2.3 *Dat die eiendom met Erf 9, Witsand op die koper se onkoste gekonsolideer word.*
 - 2.4 *Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.*
 - 2.5 *Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.*
 - 2.6 *Dat geen addisionele strukture op die gedeelte waarvoor aansoek gedoen word, opgerig mag word nie.*
 - 2.7 *Dat die koper verantwoordelik is om die stabiliteit van die grond te bevestig en die munisipaliteit van enige eise vrywaar wat met die stabiliteit van die grond verband hou.*
3. *Dat die verslag aan die Raad voorgelê word ter finale oorweging.”*

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings 1, 2 met onder afdelings 2.1 - 2.7 en 3 word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Kennis word geneem van die verslag en die aanbevelings 1, 2 met onder afdelings 2.1 - 2.7 en 3 word ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

Kennis word geneem van die inhoud van die item. die aanbevelings word ondersteun.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings 1, 2 met onder afdelings 2.1 - 2.7 en 3 word ondersteun.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 216 vk.m) van die restant van Erf 161, Hitchcockstraat en Marine-rylaan, Witsand direk aan PS Marais Familie Trust, verteenwoordig deur Pieter Sarel Marais, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.7):
 - 2.1 Dat die eiendom teen 'n markverwante bedrag aan die aansoeker vervreem word.
 - 2.2 Dat twee waardasie verslae van gekwalifiseerde waardeerders aangevra word om die gemiddelde markwaarde te bepaal, welke as koopsom sal dien.
 - 2.3 Dat die eiendom met Erf 9, Witsand op die koper se onkoste gekonsolideer word.
 - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
 - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskoste.
 - 2.6 Dat geen addisionele strukture op die gedeelte waarvoor aansoek gedoen word, opgerig mag word nie.
 - 2.7 Dat die koper verantwoordelik is om die stabiliteit van die grond te bevestig en die munisipaliteit van enige eise vrywaar wat met die stabiliteit van die grond verband hou.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Korporatiewe Bestuur – Me M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Die aansoek van PS Marais Familie Trust.



Hessequa Munisipaliteit
Van den Berg Street
Posbus 29
RIVERSDAL
6670

Telefoon: +27 (28) 713 8000
Webwerf: www.hessequa.gov.za

E-pos aansoek aan info@hessequa.gov.za

AANSOEKVORM OM MUNISIPALE EIENDOM TE HUUR OF TE KOOP:

Naam van Aansoeker : BEKKER EN HOUTERMAN LANDMIETERS
P.T. HOUTERMAN nms PIETER MARAIS

Woonadres : 13 A BAKERSTRAAT

SWELLENDAM

6740

Erf Nommer : ERF 161 WITSAND - GEDERTE VAN HITCHCOCK-
STRAAT

Telefoon/Sel No : Tel: 028-5142615 Sel: 082 564 4815

E-pos adres : pieter@houterman.co.za

☒ Aansoek om Eiendom te **koop**

☐ Aansoek om Eiendom te **huur**

☐ Aansoek om te **huur deur** middel van **oorskryding**

Beskrywing van munisipale eiendom Restant van Erf 161 Witsand, n
gedeelte van Hitchcockstraat.

(Gedeelte van Erf ...161.....) Grootte van eiendom wat oorweeg word (...216.....m²).

Rede/motivering vir aansoek:

Die woonhuis geleë op Erf 1 Witsand oorkry die
erfgrens en die nuwe eienaar, Mnr P. MARAIS
wil graag die regstel sodat daar voldoende
spasie is om voorsiening te maak vir n
beplande aanbouing van n dek aan die suide-
kant van die woning.

Hierdie is egter n unieke geval en die verkopers
het nooit die oorskrifding bekend gemaak nie. Dit
het slegs omdat ons n batenbespreking geleëds
het, aan die leggetou.

Gedeelte A is 'n gedeelte bo-op n vlak
lokant Hitchcockstraat en sal geen negatiewe
impak op verkeer/lei hê nie.

**Ondersteuning / Besware / Kommentaar van Bure en / of Inwonersverenigings t.o.v.
die eiendom waarvoor aansoek gedoen word**

(Slegs geregistreerde eiendoms eienaars mag kommentaar lewer)

Erf No	Adres	Naam en Handtekening	Tel / Sel No
☐ Goedkeur			
☐ Afkeur			
<u>Kommentaar</u>			
.....			
.....			
.....			
.....			
.....			

Erf No	Adres	Naam en Handtekening	Tel / Sel No
☐ Goedkeur			
☐ Afkeur			
<u>Kommentaar</u>			
.....			
.....			
.....			
.....			
.....			

Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ Goedkeur

☐ Afkeur

Kommentaar

Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ Goedkeur

☐ Afkeur

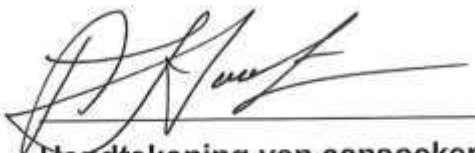
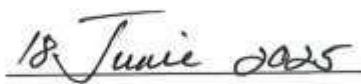
Kommentaar

Die volgende dokumente moet by die aansoek aangeheg word:

1. Enige addisionele motivering of kommentaar.
2. Sketsplan wat die eiendom aandui waarvoor aansoek gedoen word.
3. Afskrif van die kwitansie van die aansoekfooi.
4. Afskrif van die identiteitsdokument van die aansoeker.
5. Indien die aansoeker 'n nie-winsgewende of nie-regeringsorganisasie is, moet die NWO of NRO-registrasiesertifikaat aangeheg word.
6. Indien die aansoeker 'n besigheid op die eiendom wat gehuur of gekoop word wil vestig, moet die aansoeker 'n gedetailleerde besigheidsplan indien.
7. Indien die aansoeker 'n geregistreerde besigheid is, moet die maatskappy / trust / beslote korporasie se betrokke registrasiedokumente saam die aansoek ingedien word en die besonderhede van die Direkteure of Trustees openbaar word.

Neem asseblief kennis:

1. Onvolledige aansoeke sal nie oorweeg word nie.
2. Aansoeke om eiendom te huur sal tussen 3 - 4 maande na die datum waarop die volledige aansoek ontvang is, gefinaliseer word, onderhewig daaraan dat geen besware ontvang is nie.
3. Aansoeke om eiendom te koop sal tussen 4 - 5 maande na die datum waarop die volledige aansoek ontvang is, gefinaliseer word, onderhewig daaraan dat geen besware ontvang is nie.
4. In die geval waar 'n persoon eiendom van die Munisipaliteit aankoop, sal hy / sy verantwoordelik wees vir sommige of al die volgende kostes, afhangend van die spesifieke transaksie, naamlik: Onderverdelingskoste, advertensiekoste, grondgebruik koste, straatsluitingskoste, konsolidasie koste, landmeter koste, oordragkoste, waardasie en aansluitkoste aan munisipale dienste.
5. In die geval waar 'n persoon eiendom van die Munisipaliteit huur, sal hy verantwoordelik wees vir die advertensie koste, waardasie koste (in sommige gevalle) en die maandelikse munisipale diensfooi.
6. Suksesvolle aansoekers sal 'n huur- of koopooreenkoms met die Munisipaliteit moet sluit.


Handtekening van aansoeker
Datum van aansoek

Vir amptelike gebruik

COLLAB NOMMER VAN ITEM VOORGELÊ AAN RAAD/WYKSKOMITEE:

DATUM WAT ITEM BY RAAD/WYKSKOMITEE GEDIEN HET:

DATUM WAAROP ADVERTENSIE IN KOERANT VERSKYN HET:

KWITANSIE NOMMER VIR BETALING VAN ADVERTENSIE DEUR AANSOEKER EN BEDRAG:

.....

DATUM WAAROP OOREENKOMS GETEKEN IS:

COLLAB NOMMERS VAN KORRESPONDENSIE MET DIE AANSOEKER IN VERBAND MET HIERDIE AANSOEK:

.....

.....

ANDER KOMMENTAAR:

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Payment successful

Recipient

Hessequa Munisipaliteit

Bank

**FIRST NATIONAL BANK -
53571024174**

Amount

R150.00

Pay from

TJEKREK

Notification

Email - christo@hessequa.gov.za

Your reference

Hessequa Mun Erf 9 & 161 Wits

Their reference

Bek&Houterman Erf 9&161 Wits

Transaction number

20250618/Nedbank/005278006119

Payment date

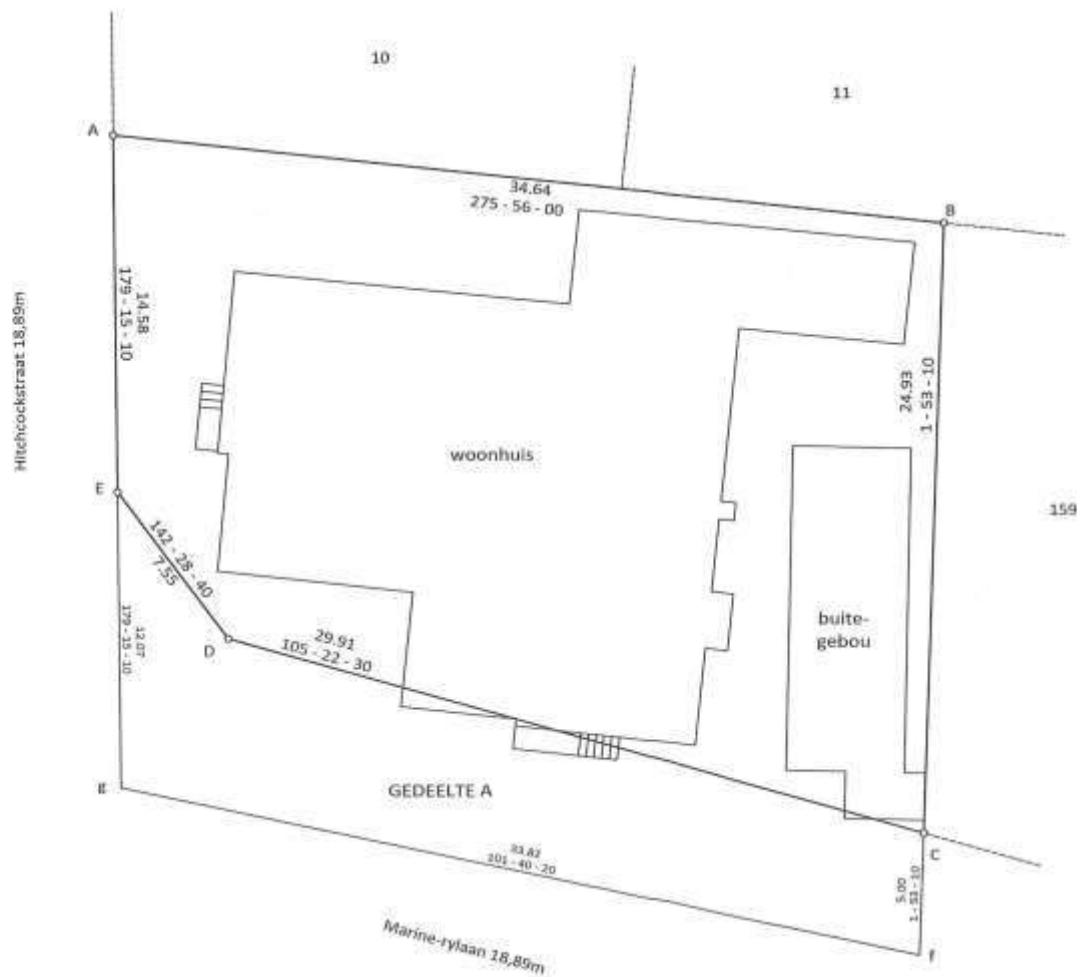
18 June 2025



Proof of payment ...



Record of payment ...



PROJEK

Voorgestelde aankoop van Gedeelte van Marine-rylaan
vir konsolidasie met Erf 9 Witsand vir Mnr P. Marais

ERWE 9 & 161 WITSAND SWELLENDAM Administratiewe Distrik

AANKOOPPLAN

AANKOOP VAN 'n GEDEELTE VAN MARINE-RYLAAN (ERF 161) OM
GEKONSOLIDEER TE WORD MET ERF 9 WITSAND

AANGRENSENDE ERWE:

Die figuur EDCfg stel voor Gedeelte A, 'n gedeelte van Erf 161,
met 'n grootte van 216 vierkante meter.

NA SUKSESVOLLE KOOP, DIE VOLGENDE PROSES:

- Sluiting van straatgedeelte, Gedeelte A vir residensiële
doeleindes in terme van Artikel 15(2)(n) van Hessequa
Munisipaliteit: Verordening op Grondgebruikbeplanning, 2015.
- Voorgestelde Onderverdeling van Erf 161 soos hierbo-
beskryf in terme van Artikel 15(2)(d) van Hessequa Munisipaliteit:
Verordening op Grondgebruikbeplanning, 2015.
- Voorgestelde Konsolidasie van:
 - Gedeeltes A met Erf 9 Witsand,
in terme van Artikel 15(2)(e) van Hessequa Munisipaliteit:
Verordening op Grondgebruikbeplanning, 2015.

GRONDBESKRYWING:

- Die figuur ABCDE stel voor Erf 9 Witsand, groot 741 vierkante meter.
- Die figuur EDCfg stel voor Gedeelte A, groot 216 vierkante meter.

Gelyk in die Hessequa Munisipaliteit en
Administratiewe Distrik Swellendam, Provinsie: Wes Kaap

GOEDKEURING VAN HESSEQUA MUNISIPALITEIT:

BELANGRIK: alle afmetings is benaderd tot finale opmeting

BEKKER AND HOUTERMAN LAND SURVEYORS
Professional Land Surveyors

Address:
PO Box 132, Swellendam, 6760
14A Baker street, Swellendam

Contact Details:
Tel.: 028 - 5542635
Numb.: 082 566 0618
email: gabe@beckerandhouterman.co.za



FILE Nr.: SA204/e9w_tp

SCALE: 1/200

DRAWN BY: PTH

DATE: March 2025

POWER OF ATTORNEY

I/We, the undersigned, **Pieter Sarel Marais for PS Marais Famille Trust** being the registered owner of the herein mentioned property

Erf 9 Witsand,

do hereby nominate, constitute and appoint **Bekker and Houferman Land Surveyors**, (13A Baker Street, Swellendam, 6740), with the power of substitution to act on my/our behalf and do all things necessary in order to apply to purchase a portion of the Remainder of Erf 161 Witsand (Municipal Land).

This done and signed at **Heidelberg** on this **18th** day of **June 2025**.

Witnesses:

Signature:

1. *Marais*
.....

PS Marais
.....

2.

Locality Plan : Remainder Erf 9 Witsand



Legend

- Farm Portions
- Erf

Map Center: Lon: 20°50'E
Lat: 34°23'44.4"S

Scale: 1:4,514

Date created: 2025/06/18



**Western Cape
Government**
FOR YOU

9.13 ADVERTISING AND APPOINTMENT OF SELECTION PANEL FOR VACANT POST OF DIRECTOR: CORPORATE MANAGEMENT

File number / Verwysingsnommer: 4/3/2

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Human Resources – Adrian Oelofse

PURPOSE OF REPORT / DOEL VAN VERSLAG

To request Council to approve the selection panel for the Director: Corporate Management post that will become vacant on 28 February 2026.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Director: Corporate Management, Ms Marina Griesel will retire on 28 February 2026. The vacant post must be filled in accordance with the Regulations on the Appointment and Conditions of Employment of Senior Managers, Government Notice 21 in Government Gazette 37245 dated 17 January 2014 (the Regulations). The recruitment and selection process must be completed prior to the date the post becomes vacant. This will ensure a seamless transition.

In terms of section 7 of the Regulations the Municipal Manager must obtain approval from the Council to fill the post. In addition, the Council must, in term of section 12, appoint the members of the selection panel that must make recommendations for the appointment of the preferred candidate.

The selection panel must consist of at least three and not more than five members. Of these members the Municipal Manager is the Chairperson. A member of the Executive Mayoral Committee or Councillor who is the portfolio head of Corporate Management must also be part of the panel. Another person, who has expertise or experience in Corporate Management and is not a staff member or Councillor must also be part of the panel.

The proposal is that the selection panel be constituted by the following members:

- | | |
|-------------------------|---|
| Mr. Albert de Klerk | - Municipal Manager (Chairperson) |
| Cllr Ben Smith | - Member of EMC and Portfolio Head (Member) |
| Ms. Medelaine Terblance | - Director: Corporate Services (Swartland Municipality) |
| Mrs. Vanessa Zeeman | - Director: Corporate Services (Overberg Municipality) |

The selection process includes a series of competency assessments. An external service provider is to be appointed via the Supply Chain Management procedures to facilitate the shortlisting, interviews, and competency assessments processes.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

9.14 HESSEQUA SOCIAL MEDIA POLICY

File Number / Verwysings nommer: 4/2

Meeting Date / Vergadering datum: 25 September 2025

Report by / Verslag deur: D Budricks – Head: Public Relations & Administration

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the proposed Social Media Policy.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The use of social media has become a vital part of society and is often associated with staying informed and informing others. This, however, comes with great responsibility, especially when you are associated with a specific government organisation.

Hessequa Municipality does not have a policy to regulate the use of social media and, therefore, it is proposed that the attached Social Media Policy be considered for approval.

The purpose of the policy is to provide guidelines for the appropriate use of social media to protect the organisation's reputation, to prevent legal consequences and to promote brand consistency. The policy aims to encourage responsible behaviour and certain standards of conduct where the use of social media impacts on the municipality.

The policy will be applicable to employees, councillors, service providers, volunteers, or any other person participating in social media and who may be identified as having an association with Hessequa Municipality.

In terms of the policy, there is a distinction between the official and private use of social media. What is of note here is that the policy is not directed at restraining freedom of expression and the sharing of ideas, information and opinions by those affected by it, but rather to ensure that the information shared does not jeopardise the goodwill, trust and professional relationship between the user of social media and the municipality. It is important to note that the policy does not apply to protected disclosures like whistleblowing.

The most important principles contained in the policy which need to be adhered to are as follows:

1. All users must keep their postings legal, ethical and respectful;
2. All users have a positive duty to act in good faith towards their employee;
3. All users must think, apply their minds, use sound judgement and common sense before posting on social media because their personal conduct could be misinterpreted as an official position of the municipality, due to its affiliation with the municipality;
4. All users must use social media in a manner that indicates no link or association with the municipality;

5. All users must keep the municipality's and other employees' confidential information confidential;
6. All users are only allowed to share municipal information if that information has already been officially published in the public domain
7. All users should refrain from using the municipality's logos and other branding symbols in personal social media, except where official consent has been obtained.

In terms of the policy, the municipality reserves the right to take the necessary disciplinary and/or legal steps should the users make use of social media in a manner that has a direct, indirect or potential impact on the municipality's reputation or interests.

The main objective of the proposed policy is to ensure that all stakeholders act in the best interest of the municipality and if not, be held accountable for any online activity that brings the municipality's good name in disrepute.

It is advisable to adopt a policy in this regard to ensure a framework which governs the use and consequence management in relation to social media.

This policy was presented at the **Sub-Committee meeting** held on **03 July 2025** and no objections were received.

The policy served at the **Local Labour Forum** dated **22 July 2025** and the following were recommended:

- "1. That the Local Labour Forum note and support the proposed Social Media Policy.*
- 2. That the item be referred to Council for approval."*

The policy served at the **Corporate Management Portfolio Committee** meeting held on **20 August 2025** and the following were recommended:

- "1. That the Committee note and support the proposed Social Media Policy.*
- 2. That the item be referred to Council for approval."*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER/KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council approve the proposed Social Media Policy.

AGENDA ITEM APPROVED BY/AGENDA ITEM APPROVED BY:

Director: Corporate Management – AM Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Draft Social Media Policy

HESSEQUA

Munisipaliteit / Municipality



SOCIAL MEDIA POLICY

Goedgekeur / Approved : XX

Raadsbesluit / Council's decision: XX

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1. Definitions

Social media	Any website, platform or medium that allows for public communication, including but not limited to social and professional networking sites, blogs, micro-blogging sites, video- and photo-sharing sites, forums, discussion boards and groups, podcasting sites and instant messaging services.
Users	Students, part-time and full-time employees, councillors, contractors and third-party suppliers and/or those authorised to generate content for social media platforms associated with the Hessequa Municipality, alumni, consultants or any other person participating in social media and who may be identified as having an association with the Hessequa Municipality or uses Hessequa Municipality infrastructure to access social media.
Undesirable conduct	Inclusive of, but not limited to, the generation of content that is detrimental to the image or reputation of the Hessequa Municipality, that is defamatory, pornographic, proprietary, harassing and/or libellous, or conduct that may create a hostile work environment, amounts to unfair discrimination, bullying and/or hate speech.

2. Purpose

The purpose of this policy is to regulate the use of the Hessequa Municipality's social media channels and to inform all users of social media platforms of their roles, responsibilities and obligations.

In alignment with the vision of the Hessequa Municipality to be a *caring, serving, and growing municipality*, this Social Media Policy is established to guide the responsible and effective use of social media platforms by municipal officials, employees, and representatives. The Municipality is committed to fostering a digital environment that reflects its core values:

- **Caring:** All social media interactions must be conducted with empathy, respect, and inclusivity. Content shared should promote community well-being, celebrate diversity, and support vulnerable groups, ensuring that every resident feels acknowledged and valued.
- **Serving:** Social media will be used as a tool to provide timely, accurate, and accessible information to the public. It will support transparent governance, encourage civic engagement, and facilitate responsive communication between the Municipality and its stakeholders.
- **Growing:** The Municipality embraces innovation and continuous improvement in its digital communication strategies. Social media will be leveraged to promote development initiatives, share educational content, and encourage collaboration that supports sustainable growth and community empowerment.

This policy ensures that all social media activity conducted on behalf of the Municipality upholds the integrity, professionalism, and public trust expected of a local government institution.

Users of the Hessequa Municipality's social media channels are required to demonstrate the highest ethical standards and conduct and to act responsibly when they exchange ideas and information on social media networks. Further, users must understand that they have responsibilities as representatives of the Hessequa Municipality and that their actions can have either a positive or a negative impact on the public image and reputation of the Hessequa Municipality.

This document aims to protect the Hessequa Municipality from any unexpected negative outcome resulting from the use of social media. It ensures that all communication aligns with the Municipality's core values and enhances public trust, engagement, and service delivery.

3. Scope

This policy applies to all social media activity undertaken by users of the Hessequa Municipality's social media networks, including but not limited to employees, councillors, service providers, volunteers, or any other person participating in social media and who may be identified as having an association with the Hessequa Municipality, or where Hessequa Municipality infrastructure is used to access social media.

The policy differentiates between **official use** of social media and **private usage**.

The policy is not aimed at restraining freedom of expression and sharing of ideas, information and opinions by staff, councillors and residents, provided that the information shared on social media does not jeopardise the goodwill, trust and professional relationship between the user and the Hessequa Municipality.

The policy further does not aim to regulate communication by or between staff and/or the community, unless it is in contravention of the Hessequa Municipality's Code of Conduct for employees and Councillors or is detrimental to the interests of the Hessequa Municipality.

This policy explicitly does not apply to protected disclosures (whistleblowing) as dealt within the relevant policy. This policy must be read in conjunction with the Communication and Language Policies of the Hessequa Municipality.

4. Policy statement

The Hessequa Municipality embraces the evolution and use of social media as a tool for communicating in the modern and global world. Given that social media afford users a public platform to express themselves, it is important that the Hessequa Municipality establishes clear guidelines regarding responsible behaviour, standards of conduct and expectations that

users must adhere to when using social media for official purposes or where the use of social media impacts on the Hessequa Municipality.

The Hessequa Municipality recognises the importance of social media as a communication tool and with this policy, aims to encourage transparent, responsible, honest and open communication on social media platforms.

The Hessequa Municipality values entrenched rights such as freedom of expression, association, the ability to disseminate diverse views and academic freedom. It is however important to understand that freedom of speech and / or expression is not absolute but is limited and measured against the existing norms and standards. These include:

- the Constitution, especially the Bill of Rights contained in Chapter 2, and / or any other relevant law;
- the Hessequa Municipality's vision, mission, values and strategic objectives, codes of conduct and other applicable rules, regulations, policies and practices;
- the right to freedom of expression, speech and association is not absolute and is limited where such expression infringes on other fundamental rights and may result in discrimination based on race, age, religion, marital status, nationality, origin, physical or mental disability, sexual orientation and/or may constitute bullying or hate speech.

5. Roles and responsibilities

5.1 Users of social media for official Hessequa Municipality purposes must:

- 5.1.1 Only disclose and discuss information about the Hessequa Municipality or its activities which is not confidential and is publicly available (or for which they have explicit consent);
- 5.1.2 Take reasonable steps to ensure that content published is accurate and not misleading;
- 5.1.3 Ensure that the use of social media complies with the relevant rules of the Hessequa Municipality and the terms of use of the relevant social media;
- 5.1.4 Comply with the laws of the country, for example those on copyright, privacy, defamation, discrimination and harassment;
- 5.1.5 Always be respectful and courteous when using social media;
- 5.1.6 Users must establish and confirm their authorisation to use social media for official Hessequa Municipality purposes with their supervisors and, when necessary, the Manager: Legal and Administration Services; and

5.1.7 Refrain from engaging in undesirable conduct.

5.2 Personal use of social media

5.2.1 When employees make use of social media in their personal capacity, the code of conduct for employees and the disciplinary code should be respected and considered as the guiding rules. Employees may act in a private capacity to influence public opinion or promote issues of public interest. All personal online communication activities should NOT bring the Hessequa Municipality's image into disrepute. All employees must keep their postings legal, ethical and respectful. When an employee is disciplined for misconduct involving social media, the potential prejudice to the employer will carry significant weight when it comes to aggravating circumstances.

5.2.2 Employees have a positive duty to act in good faith towards their employer.

5.2.3 Employees should always think, apply their minds, use sound judgment and common sense before posting on social media. Employees should remember that even if they act or speak in their personal capacity, their position as employees in their respective communities may be known to anyone in the potential audience and may be misunderstood or could be misrepresented as an official position of the municipality.

5.2.4 Personal use of social media must be conducted in a manner that indicates no link or association with the Hessequa municipality.

5.2.5 The Hessequa municipality will take the necessary disciplinary steps should users make use of social media in a manner that has a direct, indirect or potential impact on the Municipality's reputation or interests.

5.3 When using social media in a personal capacity, employees should consider the following: -

5.3.1 Keep the municipality and other employee's confidential information confidential.

5.3.2 Employees may only use personal social media platforms to share municipal news if that information has already been officially published in the public domain.

5.3.3 Keep personal social media activities distinct from the Hessequa municipality's communication.

5.3.4 The Hessequa logos and other branding symbols must not be used in personal social media posts without explicit permission in writing from the Communications Officer.

5.3.5. Employees can be held legally responsible for all comments that they post on their personal social media platforms.

6. Privacy

- 6.1.1 Caution must be exercised before releasing images or videos that are identifiable, and permission must be obtained before release.
- 6.1.2 Particular care must be taken when dealing with population groups such as minors and indigent persons.
- 6.1.3 Users must refrain from disseminating any private or confidential information of third parties on social media without their consent.

7. Consequences of non-compliance

Users are expected to be mindful of the fact that any activity on social media platforms has an impact on the image of the Hessequa Municipality, and users should always refrain from any activity that may tarnish this image. Users are expected to engage on social media in a responsible manner.

It should also be noted that certain conduct may be regarded as misconduct in terms of the provisions of the relevant Disciplinary Code and Procedure of the Hessequa Municipality, and that it may also constitute a criminal offence, in which case offenders may be prosecuted by the appropriate authorities.

The guidelines, rules and regulations governing users' conduct during normal interaction as set out in the Hessequa Municipality's code of conduct apply to users' conduct online.

8. Security of Hessequa Municipality managed social media account

Hessequa Municipality members are responsible to ensure passwords and other access controls for official Hessequa Municipality social media accounts are of adequate strength and kept secure. Under no circumstances should passwords be shared except with other administrators authorised to use the relevant Hessequa Municipality account. Passwords must be changed when an account administrator leaves the Hessequa Municipality or changes role within the Hessequa Municipality. Staff should be familiar with privacy settings and ensure that these are appropriate for both content and intended audience.

Passwords must be changed when there is a compromise or suspected compromise of an official Hessequa Municipality social media account. Using two-factor authentications to access official Hessequa Municipality accounts is good practice but is not required. All Hessequa Municipality members must comply with the Hessequa Municipality's ICT Policy at all times.

9. Responsibility for implementation

Directors, Managers and the Manager: Legal and Administration Services as well as Line Supervisors must take reasonable steps to ensure that all users take note of the contents of this policy.

10. Policy life cycle

This policy should be reviewed every five (5) years.

DRAFT

9.15 HERSIENING VAN DIE GOEDGEKEURDE 2025/2026 DELEGASIE REGISTER

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev Sarah Sanders

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die insette vir hersiening soos ontvang vir die 2025/2026 Delegasie Register in terme van Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet 32 van 2000, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Artikel 59 van die Plaaslike Regering: Munisipale Stelsels Wet, 2000 (Wet 32 van 2000) bepaal as volg:

“(1) A municipal council must develop a system of delegation that will maximize administrative and operational efficiency and provide for adequate checks and balances.”

Die volgende wysigings word nou aan die Komitee voorgehou vir oorweging:

1. NATIONAL BUILDING REGULATIONS AND BUILDING STANDARDS ACT, 1977 (ACT 103 OF 1977)

BLADSY 189

Regulasie 6(1)(a) – kosmetiese aanpassing - delegerende gesag
- verwydering van kondisie

Regulation Number	Power/duty conferred	Delegating Authority	Delegated Body	Conditions	Sub-Delegate	Delegatee
6(1)(a)	A building control officer shall make recommendations to the local authority in question, regarding any plans, specifications, documents and information submitted to such local authority in accordance with section 4(3);	Building control officer (Chief building officer) Manager, Building Control	Building Inspectors	After consultation with the Manager, Building Control	N	

BLADSY 190**Regulasie 7(1)(a) - Invoeging van gedelegeerde en kondisie**

Regulation Number	Power/duty conferred	Delegating Authority	Delegated Body	Conditions	Sub-Delegate	Delegatee
7(1)(a)	If a local authority, having considered a recommendation referred to in section 6(1)(a)-(a) is satisfied that the application in question complies with the requirements of this Act and any other applicable law, it shall grant its approval in respect thereof.	Council	Director: Development Planning	Y	Y	Manager: Building Control Building Inspectors Condition A Building Inspector is authorised to exercise this authority only in instances where the Manager: Building Control is absent or unavailable.

2. BUSINESSES ACT, 1991 (ACT NO 71 OF 1991)**BLADSY 195**

Nuwe invoeging

27. BUSINESSES ACT, 1991 (ACT NO 71 OF 1991)						
Section	Power conferred	Delegation Authority	Delegating Body	Conditions	Sub-delegate	Delegates
2	To grant licences for businesses as provided for in items 1, 2 and 3 of schedule 1 to the Businesses Act 1991, and to exercise all powers conferred on the municipality in terms of section 2(4) to 2(10) of the aforesaid Act.	Municipal Manager	Director: Development Planning	None	Y	Manager: Spatial and Economical Development

3. INCIDENTAL DELEGATION OF POWERS, BEING POWERS NOT EXPLICITLY CONFERRED BY ACTS

BLADSY 237

Verandering van gedelegeerde.

	Power	Delegating authority	Delegated body	Conditions	Sub delegate	Delegatee
102.	Approving a maximum discount of 35% on the approved rate of chalets and sites according to the Council's tariff list as part of an initiative to increase the occupancy rate of the caravan parks.	Municipal Manager	Manager: Property Administration Manager: Camps and OHS	The discount can only be granted during the off-season periods	N	

4. CUSTOMER CARE AND REVENUE MANAGEMENT BY-LAW**BLADSY 271**

Verandering van gedelegeerde liggaam.

1	2	3	4	5	6	7
Section	Power conferred	Delegating authority	Delegated body	Conditions	Sub-delegation	Delegatee
11(1)	Advising account holder of an impending disconnection or restriction of a supply	Municipal Manager	Chief Financial Officer		NN	

5. ELECTRICITY SUPPLY BY-LAW**BLADSY 273 - 277**

Nuwe invoegings:

6 (2)	Granting of approval for temporary supply of electricity	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
9 (1)	Full authority to install and manage electricity infrastructure anywhere within the municipal area	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services

Section	Power conferred	Delegating authority	Delegated body	Conditions	Sub-delegation	Delegatee
9 (2)	Determining and negotiating the value of compensation for servitude	Municipal Manager	Director: Technical Services		N	
9(3)	To carry out Infrastructure work on private land	Municipal Manager	Manager: Electrical & Mechanical Services	To notify respective property owners, except for repairs and maintenance		
10 (1)	To grant access of entry for inspection, investigation, law enforcement, and service-related activities	Municipal Manager	Director: Technical Services		N	
10 (3)	To require access to a property by way of written notice to the owner of occupier	Municipal Manager	Director: Technical Services	The written notice specifies date/time and be authorised by Municipality Manager	Y	Manager: Electrical & Mechanical Services
10(4)	To access any premises without notice	Municipal Manager	Director: Technical Services	Only applicable in cases of emergency, or disasters	Y	Manager: Electrical & Mechanical Services
11	To request information relating to any electrical installation completed or contemplated	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
13	To disconnect an electricity supply system where there is reasonable grounds for believing interferes in an improper or unsafe manner	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services

Artikel 14: Verwyder

14	Providing copies of charges and fees	Municipal Manager	Director: Technical Services	Relevant managers at local municipal office per town	Y	Administrators
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Nuwe invoeging

19 (1)	To disconnect supply due to non-payment, bylaw breach or safety risk	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
19 (2)	To remove supply after an illegal reconnection	Municipal Manager	Director: Technical Services		N	
22	To recover any service and or repair costs or damages when the consumer is at fault	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services

Artikel 23 – verandering gedelegeerde

23	Sealing of service protective devices and all apparatus	Municipal Manager	Manager: Electrical & Mechanical Services		Y	Senior Electricians Superintendent (Electrical Services)
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Nuwe invoegings

32(1)	To interrupt or discontinue electricity supply to a consumer's thermal storage water heater or any specific appliance or entire electrical installation	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
32(2)	To install any necessary apparatus and equipment on a consumer's premises to enable	Municipal Manager	Director: Technical Services		Y	Manager: Electrical &
	load reduction measures as outlined in subsection (1).					Mechanical Services

Artikel 37 – verandering van sub-delegasie

37	Approval of applications of standby emergency equipment	Municipal Manager	Manager: Electrical and Mechanical Services		NY	Senior Electricians
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Wysiging van kondisie in terme van gedelegeerde met korrekte posbeskrywing.

49(3)	Approval of applications for of medium voltage motors	Municipal Manager	Manager: Electrical and Mechanical Services		Y	Senior ElectriciansSuperintendents (Electrical Services)
52(5)	To enter into written agreements regarding alterations, repairs or additions on the supply side of the point of metering	Municipal Manager	Manager: Electrical and Mechanical Services		Y	Senior ElectriciansSuperintendents (Electrical Services)

Nuwe invoegings

56(1)	To accept notification of partial completion of an electrical installation.	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
56(2)	To carry out the examination, testing and inspection of an electrical installation- either partially or fully completed.	Municipal Manager	Director: Technical Services		Y	Manager: Electrical & Mechanical Services
59(1)	To receive and consider written applications from individuals	Municipal Manager			N	

1	2	3	4	5	6	7
Section	Power conferred	Delegating authority	Delegated body	Conditions	Sub-delegation	Delegatee
	seeking exemption from any provision of the bylaw					
59(2)	To: (a) Grant a written exemption and set the duration for which it is valid (b) Alter or cancel any exemption or its conditions (c) Refuse to grant an exemption entirely	Municipal Manager			N	
59(3)	To enforce conditional compliance	Municipal Manager			N	

Die item het op **10 September 2025** op die **Korporatiewe Dienste Portefeulje Komitee** geding, en het die Komitee as volg aanbeveel:

- “1. Dat die Komitee die gewysigde Delegasie Register 2025/2026 ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet (Wet 32 van 2000) ondersteun en aanbeveel vir goedkeuring deur die Raad.*
- 2. Dat die Item na die Raad verwys word vir goedkeuring.”*

Die Delegasie Register met die voorgestelde wysiging kan by die onderstaande skakel besigtig word:

[Delegasie Register - September 2025 - Wysigings.pdf](#)

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die wysigings en aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Kennis word geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Electrical Services

Electricity Supply By-Law (Comments)

10 (4) The Municipality may gain access to or over any property without notice and may take whatever action as may, in its opinion, be necessary or desirable in consequence of the existence of a state of war or the occurrence of any calamity, emergency or disaster.

The clause's intention is clear: to allow urgent, unfettered access in emergencies.

However, since unfettered powers are susceptible to abuse, the condition (emergency/war/disaster) should be explicitly embedded in the Delegations Register.

This ensures that:

- i. Only properly authorized officials act.
- ii. Discretion is exercised lawfully, proportionately, and accountably.
- iii. Property rights are not undermined outside of genuine emergencies.

RECOMMENDATION / AANBEVELING

Dat die Raad die gewysigde Delegasie Register 2025/2026 ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselwet (Wet 32 van 2000) goedkeur.

ATTACHMENTS / STAWENDE DOKUMENTE

Geen

9.16 AMENDED PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT POLICY

File number / Verwysingsnommer: 4/11/B

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Camps & OHS – CJ Onrust

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the amended Personal Protective Clothing and Equipment Policy.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

It came to the attention of Council and Senior Management that some **community members** are wearing personal protective clothing, originally issued to municipal officials to safely perform their duties.

A consultation process was initiated, and various inputs were elicited.

The matter was on the Agenda of the Occupational Health and Safety Committee for discussion, inputs and suggestions.

The matter was also electronically communicated to Senior Management (Directors), Managers, Heads, Foremen, Superintendents and Supervisors for their attention, and to consider and provide inputs to the proposed interventions in this regard. This includes comments/inputs on the marking and identification of Personnel Personal Protective clothing for employees employed by Hessequa Municipality.

The marking and identification of Personnel Personal Protective clothing was discussed at the **Local Labour Forum Sub-Committee** meeting held on **29 April 2025**.

The cut-off date for feedback was **30 April 2025**. A few written inputs were received, and can be summarised as follows:

1. The colour of Hessequa permanent employees' PPE, to remain "blue", as currently the case, and the following to be embroidered onto the back of all the shirts and jackets:
"A Caring, Serving and Growing Hessequa"
2. That EPWP and Temporary fixed-term employees be issued with a different colour overall.
3. The name of the department be embroidered on the right chest side of the Jacket and golf shirts, for example, "Electric", "Parks", "Water".
4. The employee number of every employee, e.g. "001", be embroidered on the right chest of the golf shirts and jackets, below the department's name.

5. The EPWP and fix-term contract workers be issued with green overalls and Golf shirts.
6. The financial year, when the PPE was issued, be printed on overalls and golf shirts.
7. Employees must return the used PPE after every two years.

Please see herewith the financial implication for the embroidery:

Description – Embroidery on 2 Golf Shirts and 1 Overall Jacket	Cost per description	Embroidery required per employee	Nr staff	Total cost
OPTION 1				
“A Caring, Serving and Growing Hessequa”	R32.00	3	400	R 38 400
Department name (ELECTRIC)	R25.00	3	400	R 30 000
Employee number (0001)	R25.00	3	400	R 30 000
			Total	R 98 000
OPTION 2				
Department name (ELECTRIC)	R25.00	3	400	R 30 000
Employee number (0001)	R25.00	3	400	R 30 000
			Total	R 60 000

There is no cost implication to change the colour of the golf shirts and overalls for the EPWP and temporary workers.

The inputs, discussions and recommendations were considered and discussed with senior management whereafter it was recommended that the following section be added to the Policy and that this be implemented from the 2026/2027 financial year:

- 11.1 The name of the department will be embroidered on the right chest side of the Jacket and golf shirts, for example, “**Electric**”.
- 11.2 The employee number (0001) of every employee is also embroidered on a hidden place on the golf shirts and overall Jackets.
- 11.3 The EPWP and fixed-term contract workers are issued with green PPE.
- 11.4 The colour of Hessequa permanent employees’ PPE, to remain “blue”, as currently the case, and the following to be embroidered onto the back of all the golf shirts and overall jackets: “**A Caring, Serving and Growing Hessequa**”.

The purpose of this recommendation is to ensure that the public can clearly distinguish between Municipal Officials and members of the public. Not to confuse members of the public, possibly “loafing around”, as municipal officials.

The Policy was discussed again at the **Local Labour Forum Sub-Committee** meeting held on **29 May 2025**. Herewith an extract from the minutes of the meeting:

“1.1 PPE Beleid

MHB het die wysingsing van die beleid aangestuur aan vakbonde, na afloop van die besprekings by die vorige Sub-Komitee. Die volgende voorstelle vir die beleid word oorweeg:

- *Dat die departement se naam op die golf hempies en oorpak baadjies borduur word. Dat die visie van die Munisipaliteit agterop die oorpak baadjies en golf hempies aangebring word; en*
- *Dat amptenare se personeel nommers op ‘n versteekte plek in die baadjies en hemde aangebring word.*
- *Kontrak werkers se klere sal groen wees.*

Almal kry geleentheid tot 2 Julie 2025 om insette aan Me Cronje te stuur. Die werkwinkel is geskeduleer vir 31 Julie 2025. ‘n Bevestiging epos sal aan die sekretarisse gestuur word. MHB verneem of almal gemaklik is dat die visie engels geplaas word, almal is gemaklik.”

A workshop was held on **31 July 2025** with the **Council and Union representatives** to consider the recommendations and was found to be in order except for one change; the words “*an immediate*” were added:

“6. OWNERSHIP

All PPE remain the property of Hessequa Municipality.

*PPE will only be replaced upon the return of damaged items. In the case of lost/stolen PPE **an immediate** sworn affidavit, by the employee, outlining the events that led to the loss of PPE must be submitted by the Supervisor to the OHS Officer.”*

The Policy was discussed again at the **Local Labour Forum** meeting held on **19 August 2025** where the following recommendation was made:

- “1. *That the proposed amendments to the Personal Protective Clothing & Equipment Policy serve at the Local Labour Forum for consultation.*
2. *That the item be referred to Council for approval.”*

Part of the discussion was that there must be a time limit by when the sworn affidavit must be submitted and that it should read as follows:

“In the case of lost/stolen PPE an employee must immediately (but not later than 24 hours) submit a sworn affidavit outlining the events that led to the loss/theft of PPE. The Supervisor must immediately submit such affidavit to the OHS Officer. Everyone agreed on the proposed change.”

The Policy was discussed again at the **Corporate Management Portfolio Committee meeting** held on **10 September 2025** where the following recommendation was made:

- “1. That the Committee support the amendments to the Personal Protective Clothing & Equipment Policy.*
- 2. That the item be referred to Council for approval.”*

Please find attached amended PPE Policy.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted, and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted, and the recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted, and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted, and the recommendations are supported.

**COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER
REGSDIENSTE**

The content of the report is noted, and the recommendations are supported.

**COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER
STRATEGIESE DIENSTE**

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Camps & OHS: The recommendations are supported, as this has a great safety aspect built into it for both the community/taxpayers and the Hessequa employees.

RECOMMENDATION / AANBEVELING

That Council approve the amendments to the Personal Protective Clothing & Equipment Policy.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms Marina Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

Yes, see amended Personal Protective Clothing and Equipment Policy attached.

HESSEQUA

Munisipaliteit / Municipality



~~PERSONNEL~~ PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT POLICY

*"As Hessequa Municipality our values determine who we are, as we serve our community, we must strive to live our values every day. Our values are: **Honesty** – we must lead by example. **Respect** – we embrace the diversity of our community and respect each individual. **Trust** – when we listen to the perspective of others without judgement and act with sincerity, we build trust in the municipality. **Caring** – it is important to approach work and our community with an attitude of caring. **Integrity** – remember to do the right thing, even when no one is watching."*

*"As Hessequa Munisipaliteit bepaal ons waardes wie ons is, en moet ons daaglik streef om ons waardes uit te leef wanneer ons die Hessequa gemeenskap dien. Ons waardes is: **Eerlikheid** – ons moet 'n voorbeeld vir ander wees. Wees deursigtig in wat jy doen. **Respek** – ons gryp die diversiteit van ons gemeenskap aan en respekteer elke individu. Respekteer jouself, jou kollegas en die werksplek. **Vertroue** – Wanneer ons na die perspektiewe van ander luister sonder om te oordeel en met opregtheid optree, bou ons vertroue in die Munisipaliteit. **Omgee** – dit is belangrik om ons werk en ons gemeenskappe met 'n gesindheid van omgee te benader. **Integriteit** – onthou om te alle tye die regte dinge te doen."*

"A caring, serving & growing Hessequa"

Goedgekeur / Approved: 27 March 2024

Raadsbesluit / Council's decision: Agenda number 9.1

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1. PURPOSE

The objective of the Personnel Protective Clothing & Equipment Policy (PPE) is to ensure uniformity and standardization of protective equipment and requirements. It will also support personnel and ensure the necessary protection to enable employees to perform their duties safely under all conditions.

2. POLICY

- 2.1 All PPE distribution may only be done in terms of this policy and the approval of the relevant Director.
- 2.2 Any deviation to this policy must be with the written approval of the Municipal Manager.
- 2.3 Each department and the OHS Officer must keep proper record of all PPE issued.
- 2.4 Employees are compelled to wear and use the relevant equipment/protective clothing.
- 2.5 All Supervisors of employees must ensure that employees wear the PPE issued. Any deviations or non-compliance must be reported to the Occupational Health & Safety (OHS) Officer.
- 2.6 An employee is ultimately responsible to use the PPE issued. Failure to do so can lead to disciplinary action against the employee.
- 2.7 The use of PPE is for the safety of the employee, fellow employees, and members of the public.
- 2.8 Employees must be aware that any injury at the workplace that occurs where the injury was due to the failure of the employee to wear or use the PPE may not be regarded as an injury on duty by the Employer and/or the Department of Labour.

3. BUDGET

Directors must budget according to the requirements in consultation with the OHS Officer.

4. PURCHASES

The purchase and distribution of PPE must be managed and controlled by line management. The OHS Officer will assist with the annual purchasing and distribution of PPE. Traffic, Fire and Law Enforcement are responsible for their own purchasing and distribution of PPE.

5. MAINTENANCE

- 5.1 It is the Employee's responsibility to always maintain PPE in a functional and neat manner.
- 5.2 Any defect of PPE must be reported to the Supervisor immediately.
- 5.3 Employees who negligently lose or damage their issues will be held responsible. PPE that is negligently lost or damaged must be replaced by the employee.
- 5.4 An employee who does not have the required PPE to perform his/her duties will not be allowed to work and such failure to perform the work will be regarded as annual or unpaid leave. When the Employer fails to provide the required PPE, then the Supervisor can be held accountable, if found negligent.

6. OWNERSHIP

- 6.1 All PPE remain the property of Hessequa Municipality.
- 6.2 PPE will only be replaced upon the return of damaged items.
- 6.3 In the case of lost/stolen PPE an employee **must immediately (but not later than 24 hours)** submit a sworn affidavit outlining the events that led to the loss/theft of PPE. The Supervisor must immediately submit such affidavit to the OHS Officer.

7. TERMINATION OF SERVICE

When an employee leaves the Council's service, line management must ensure the return of protective clothing and equipment to the OHS Officer.

8. INDUCTION

All new employees that are issued with PPE must be informed of this policy.

9. FREQUENCY OF ISSUE

PPE will be issued annually. Proof that the items are worn out or damaged is compulsory before a new issue will be made. Any replacement thereafter will be considered on a case-to-case basis.

This policy serves as determination of which equipment and clothing must be issued, the quantities that must be issued as well as the minimum life expectancy of the items issued.

Employees must sign for all PPE issued to them and line management must update the PPE registers.

10. NEW EMPLOYEES

Every supervisor of an employee must ensure that new employees are issued with the required Protective & Clothing and Equipment within 5 days after commencing work.

11. MARKING OF PERSONNEL PERSONAL PROTECTIVE CLOTHING

- 11.1 The name of the department will be embroidered on the right chest side of the Jacket and golf shirts, for example, "Electric".
- 11.2 The employee number (0001) of every employee is also embroidered on a hidden place on the golf shirts and overall Jackets.
- 11.3 The EPWP and fixed-term contract workers are issued with green PPE.
- 11.4 The colour of Hessequa permanent employees' PPE, to remain "blue", as currently the case, and the following to be embroidered onto the back of all the golf shirts and overall jackets: "A Caring, Serving and Growing Hessequa".

12. PERSONAL PROTECTIVE EQUIPMENT SCHEDULE

12.1 Annual distribution to employees

Description of Uniform	Quantity issued	Replacement period
1. Overalls		
1.1 Overalls	X 2	12 months
or		
1.2 Overall Pants	X 3	12 months
or		
1.3 Denim Trouser	X 2	12 months
or		
1.4 Denim Trouser and Overall	1 each	12 months
2. Golf T-shirts	X 2	12 months
3. Shoes		
3.1 Safety boots/shoe	1 pair	12 months
or		
3.2 Special safety shoes recommended by the doctor	1 pair	12 months

12.2 PPE replacement when worn out.

Nr.	Description of PPE
1	Ankle Gumboots
2	Apron – Grass cutting & Welding
3	Bibs
4	Brush Cutter trouser
5	Brush Cutting Safety harness
6	Buff
7	Caps/Sun Hats
8	Chain saw trouser
9	Chest waider suits

10	Disposable suits (Asbestos)
11	Dual and single cartridge respirator
12	Dust Masks
13	Dust/Mist Respirator valve Mask
14	Earmuffs
15	Elastic Kidney Belt
16	Eye Protection
17	Face shield
18	Flashing suits – Electrical
19	Forestry Helmet with mesh Visor
20	Full body Harness
21	Fur lined Jacket
22	Fur lined Wet Terrain Boots
23	Gloves (long and short)
24	Gum boots
25	Hard Hats
26	High Visibility and reflective Jacket
27	Inner soles
28	Kidney Belts – Brush cutters
29	Name Tags
30	Name tags
31	Noise Protector
32	Pepper spray
33	Pepper spray pouch
34	PVC Rain suit
35	Reflective Jacket
36	Respiratory Equipment – Full face mask with filter
37	Safety harnesses
38	Snake tongs & snake pipes
39	Stun Gun
40	Water shoes
41	Wetsuits

12.3 Annual distribution Traffic Officers

Description of Uniform	Quantity issued	Replacement Period
Formal Pants / skirts	X 3	12 months
Combat trousers	X 3	12 months
Formal / Shirt	X 5	12 months
Pull over or Jersey	X 1	12 months
Formal shoes or Combat shoes	X 1 pair	12 months
Baseball cap	X 1	12 months
Socks	X 5 pair	12 months

12.4 PPE replacement when worn out - Traffic Officers

Nr	Description of Uniform
1.	Formal coat
2.	Formal belt
3.	Warm coat
4.	Rain suits
5.	Flashers
6.	Name tags
7.	Formal cap
8.	Rankings
9.	Bullet proof vest
10.	Batton
11.	Handcuffs
12.	Pepper spray
13.	Formal shirts long sleeve
14.	Reflective Jacket
15.	Motorbike Helmet

12.5 Annual distribution Fire Fighters

Description of Uniform	Quantity issued	Replacement Period
Jump suit	X 1	12 months
Station wear	X 3	12 months
Step outs	X 1	12 months

12.6 PPE replacement when worn out – Fire Fighters

Description of Uniform
Complete bunker set
Breathing apparatus
Breathing apparatus cylinder

12.7 Annual distribution Law Enforcement & Security Officers

Description of Uniform	Quantity issued	Replacement Period
Baseball Caps	X 2	12 months
Combat short sleeve shirts	X 4	
Combat boots	X 2	
Combat trousers	X 3	
Flashers	X 2	
Combat belt	X 1	
Jersey	X 1	
Name tags	X 2	
Shields	X 4	
Pantihose	X 4	
Pepper spray	X 4	

Pepper spray pouch	X 1	
Point duty gloves	X 2	
Pull over	X 2	
Rain Boots	X 1	
Ranking	X 4	
Reflective jacket with zip	X 2	
Socks	X 10	
T-Shirt	X 2	

12.8 PPE replacement when worn out – Law Enforcement & Security Officers

Description of Uniform
Batton
Bullet proof jacket
Handcuffs & Pouch
Flashlight & Pouch
Rain suit
Warm Coat

9.17 ORGANOGRAM CHANGES: LIBRARY SERVICES

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Head: Employee Relations – M Cronje

PURPOSE OF REPORT / DOEL VAN VERSLAG

To present proposed amendments to the organogram of the library services department.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Librarian post (K016) that reports to the Manager: Library Services (K004) is vacant. This provides an opportunity for the restructuring of the department. Apart from the fact that there are uncertainties regarding the provision of the Conditional grant, the whole dynamic of libraries is changing, and employing two full-time Librarians for a small town such as Heidelberg is no longer justified.

In 2023, the Librarian post in Melkhoutfontein became vacant, and a decision was made that the Librarian of Stilbaai would oversee both libraries. This has proven to be a more cost-effective organogram without compromising service delivery.

The proposal is that the Librarian position (K016) be abolished. That the organogram be amended and both the Heidelberg - and Duivenhoks library staff (K117, K019, K017, GR005 and K120) report to the Librarian (K018). The funding of the abolished Librarian – T10 position (K016) can be utilized to fund the vacant and unfunded Library Assistant – T6(5/8) position (K120) at Heidelberg Library.

Impact of proposal on the organisation design metrics of the organisation

The Municipal Staff Regulations (MSR) prescribe the design metrics with four key dimensions of organisation design, which must be applied by a municipality when determining the staff establishment. These are: Structural layers, structural shape, span of control and core to support ratio.

Span of control:

The Manager: Library services in the current structure have 12 subordinates. These changes will improve the span of control and move closer to the preferred 5-6 subordinates. After the changes, The Manager: Library services will have 11 subordinates.

The Librarian (K018) currently has 2 subordinates, although the MSR requires it to be 5-6 subordinates. If the proposed changes are implemented, the subordinates will be 5, which is in line with the MSR. This change will also result in a saving on the personnel budget.

The other metrics are in order and don't change.

The item was discussed at the **Sub-Committee** meeting held on **3 July 2025**. Herewith an extract from the minutes of the meeting:

“1. Biblioteke - Heidelberg

Me Oosthuizen het die veranderings in die voorgestelde organogram van die Heidelberg biblioteke verduidelik. Daar word beoog dat beide die Heidelberg biblioteek personeel en die Duivenhoks biblioteek personeel aan die bibliotekaris van Duivenhoks Biblioteek rapporteer. Daar sal dan ‘n Biblioteek assistant pos gevul word om die werkslading te verlig. Beide SAMWU en IMATU het aangedui dat hul met die betrokke personeel gesels het en dat hul gemaklik is met die voorstel.”

Both unions indicated that they are comfortable with the proposal.

The item with the following recommendations served at the **Local Labour Forum** on **22 July 2025**:

“5.4 ORGANOGRAM CHANGES: library services

File number / Verwysingsnommer: 4/2

Meeting date / Vergadering datum: 22 July 2025

Report by / Verslag deur: Head: Employee Relations – M Cronje

RESOLUTION / BESLUIT

- 1. That the Librarian position (K016) be abolished.*
- 2. That the organogram be amended and both the Heidelberg and Duivenhoks library staff (K117, K019, K017, GR005, and K120) report to the Librarian (K018).*
- 3. That the funding of the abolished Librarian – T9 position (K016) be utilized to fund the vacant and unfunded Library Assistant – T6(5/8) position (K120) at Heidelberg library.*

Proposer Mr J Paige, seconded Mr G Baker”

The item with the following recommendations served at the **Corporate Management Portfolio Committee** on **20 August 2025**:

“RESOLUTION / BESLUIT

- 1. That the Librarian position (K016) be abolished.*
- 2. That the organogram be amended and both the Heidelberg and Duivenhoks library staff (K117, K019, K017, GR005, and K120) report to the Librarian (K018).*
- 3. That the funding of the abolished Librarian – T9 position (K016) be utilized to fund the vacant and unfunded Library Assistant – T6(5/8) position (K120) at Heidelberg library.*
- 4. That the item be referred to Council for approval.”*

Please find attached current and proposed organogram.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted. The recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations supported.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That the Librarian position (K016) be abolished.
2. That the organogram be amended and both the Heidelberg and Duivenhoks library staff (K117, K019, K017, GR005, and K120) report to the Librarian (K018).

3. That the funding of the abolished Librarian – T9 position (K016) be utilized to fund the vacant and unfunded Library Assistant – T6(5/8) position (K120) at Heidelberg library.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Corporate Management – Ms M Griesel

ATTACHMENTS / STAWENDE DOKUMENTE

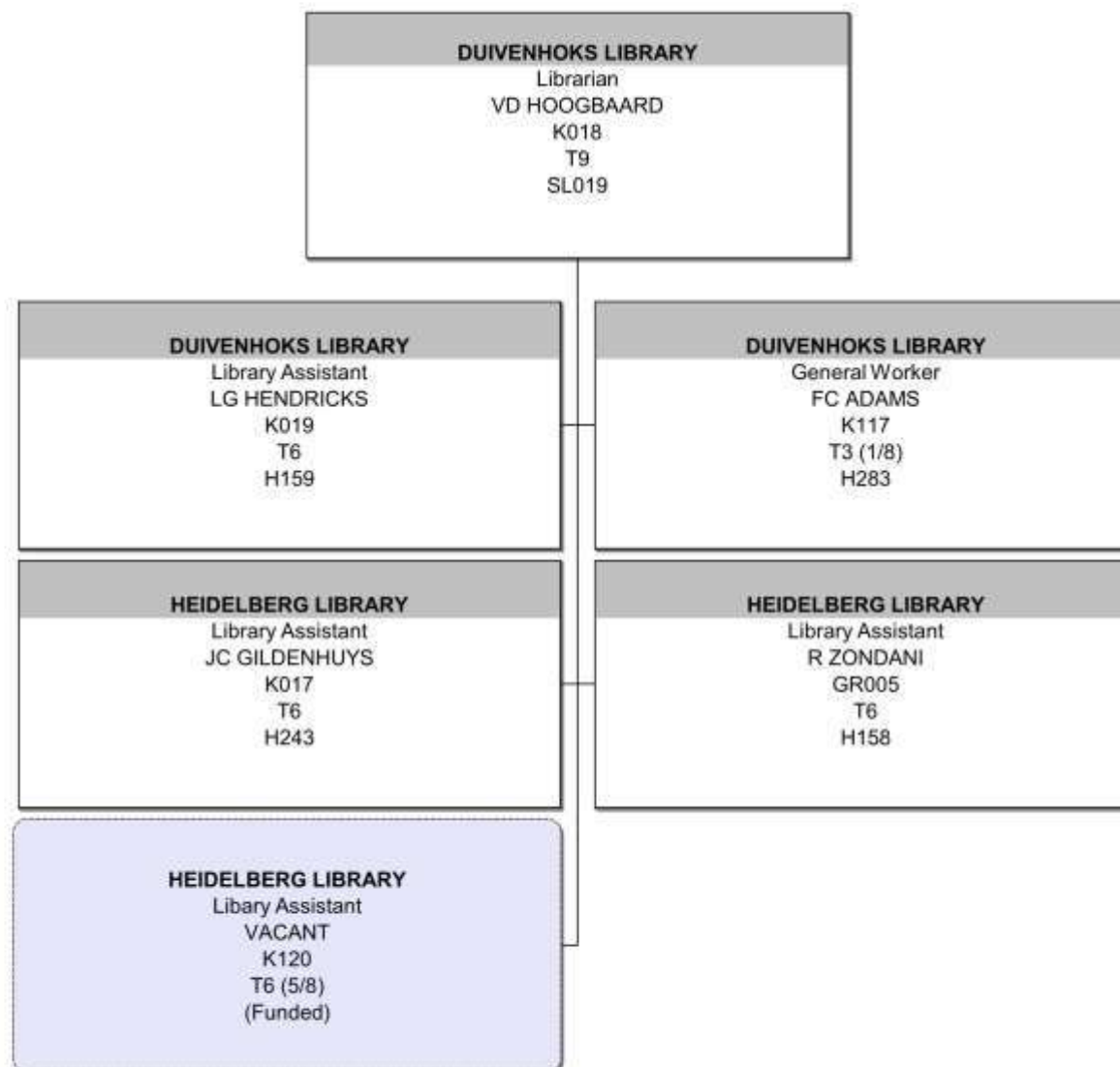
Current Organogram and Proposed Organogram.

HESSEQUA MUNICIPALITY

DIRECTORATE: CORPORATE MANAGEMENT



PROPOSED ORGANOGRAM



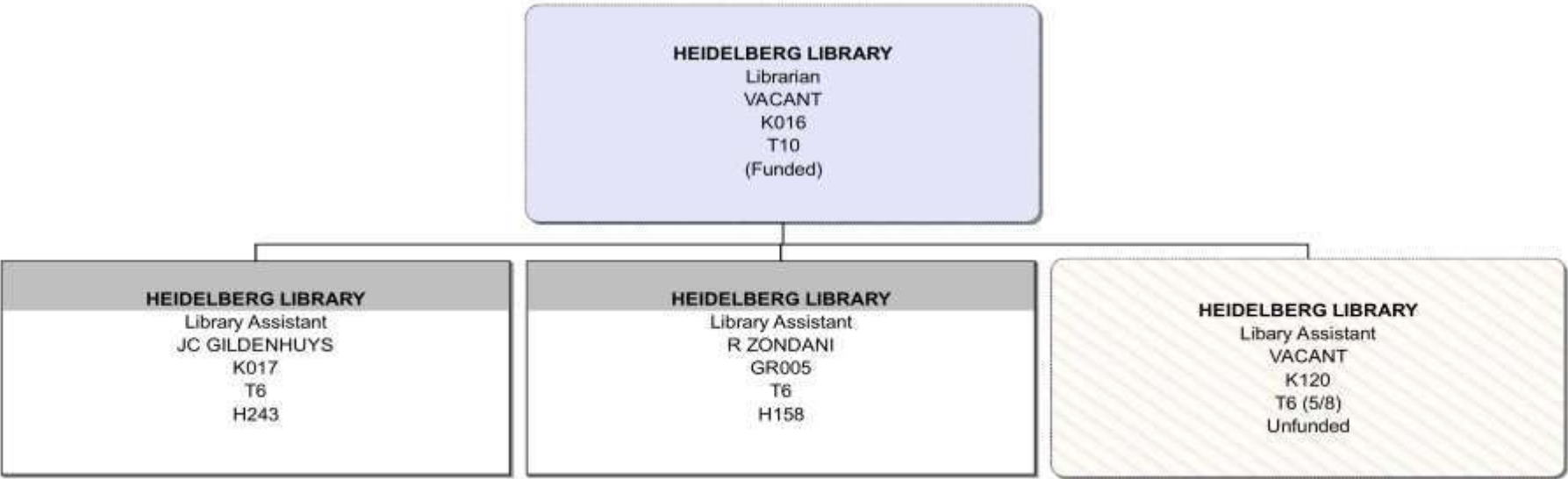
CORPS8

HESSEQUA MUNICIPALITY
DIRECTORATE: CORPORATE MANAGEMENT

Date: 13/06/2025



CURRENT ORGANOGRAM



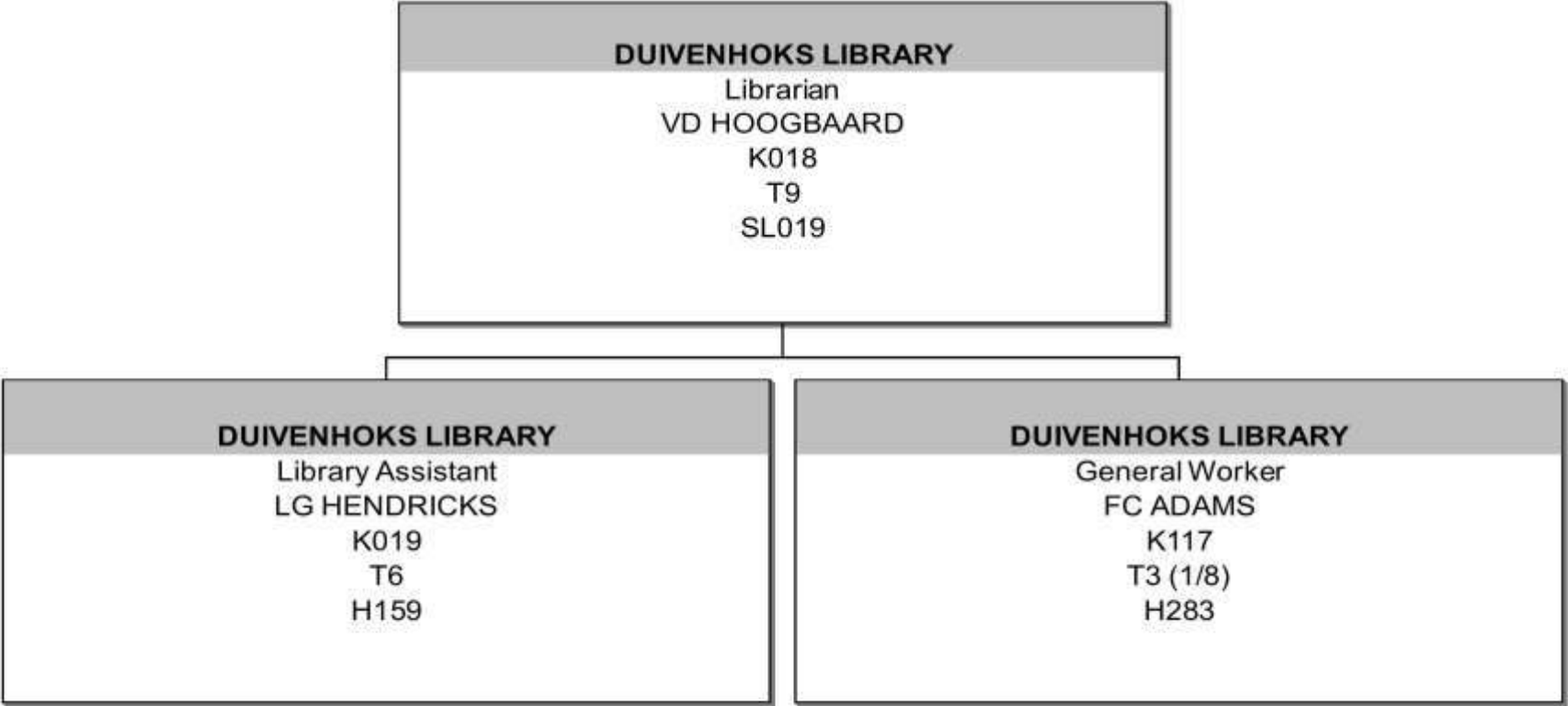
CORPS9

HESSEQUA MUNICIPALITY
DIRECTORATE: CORPORATE MANAGEMENT



Date: 13/06/2025

CURRENT ORGANOGRAM



CORPS10

9.18 SMTAX MEMORANDUM OF UNDERSTANDING

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Administrative Officer: Spatial & Economic Development – Wade Adonis

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the memorandum of understanding to be signed with SMTAX.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

SMTAX is a digital accountancy firm that provides various services that include but are not limited to payroll administration, SARS registration, financial advisory and purchase order/ working capital loan funding.

The purpose of this memorandum of understanding is for both parties to give intent for collaboration on improving local economic development, financial inclusion of small businesses, shared capacity of service delivery, digital/financial literacy, entrepreneurial ecosystem support and possible funding initiatives. SMTAX will set out to support Hessequa Municipality's economic development goals by introducing the development of innovative solutions that streamline compliance and administrative processes for small businesses in the area. SMTAX will have the following responsibilities for the duration of the memorandum of understanding (see Annexure A):

- Provide scalable digital financial services tailored to small businesses and entrepreneurs.
- Offer financial literacy, compliance, and capacity-building training.
- Collaborate in the development of technology-enabled solutions that address administrative and compliance burdens for microenterprises.
- Share relevant, anonymous data and insights (subject to POPIA compliance) to support policymaking and LED planning.

Hessequa Municipality will be responsible for the following for the duration of the agreement:

- Facilitate access to its economic development and business support infrastructure.
- Provide logistical, technical, or administrative support for joint initiatives where feasible.
- Collaborate in community outreach programs that further the goals of this MoU.

The memorandum of understanding between the two parties will not incur any costs. If there are activities that necessitate the need for costs to be incurred, a separate agreement will have to be drafted and submitted for council approval. The duration of the agreement will be for a

period of three years, however a clause is present in the memorandum of understanding stating that if either party decides to terminate the agreement, a letter of termination may be submitted with three months prior notice to indicate the end of the memorandum of understanding between the two parties.

The **Portfolio Committee** made the following recommendation on **20 August 2025**:

- “1. That the Committee take note of the content of the report and the memorandum of understanding to be signed with SMTAX.*
- 2. That the Committee support the signing of the memorandum of understanding with SMTAX.*
- 3. That the Item be referred to Council for approval.”*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

The recommendations are supported.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the item and its annexure are noted. The recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The contents of the item and its annexure are noted. The recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations supported.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

Given the free opportunities for development of small businesses in Hessequa, albeit limited as noted by the Manager: Spatial and Economic Development, the recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Spatial and Economic Development – Mr B Hayward

The initiative is supported, but smaller towns within Hessequa Municipal area also need to be reached with this programme.

Manager: Information Communication & Technology Services – Mr J Kleinhans

The initiative is supported. It's further recommended that any collaboration with SMTAX strictly ensures that personal information is processed in full compliance with POPIA - used only for its original purpose, securely stored, and shared only in de-identified form where necessary.

RECOMMENDATION / AANBEVELING

1. That Council take note of the content of the report and the memorandum of understanding to be signed with SMTAX.
2. That Council approve the signing of the memorandum of understanding with SMTAX.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – H Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: SMTax Memorandum of Understanding

Memorandum of Understanding

Entered into by and between

SMTAX Digital Accounting (Pty) Ltd

(A private company duly registered in terms of the laws of the Republic of South Africa, with registration number 2018/035116/07, herein represented by its duly authorized representative Mr. Buchule Sibaca , Chief Executive Officer (CEO), duly authorized thereto)

(Hereinafter referred to as “SMTAX”)

and

Hessequa Local Municipality

A municipality duly established in terms of the Local Government Municipal Structures Act, 117/1998

Herein represented by Mr Albertus Stephanus Abraham de Klerk in his capacity as Municipal Manager, duly authorized thereto.

(hereinafter referred to as “the Municipality”)



1. PREAMBLE

This Memorandum of Understanding (“MoU”) is entered into and made effective as of the date of the last signature below by and between:

SMTAX Digital Accounting (Pty) Ltd, a private company duly registered in terms of the laws of the Republic of South Africa, with registration number 2018/035116/07, herein represented by its duly authorized representative Mr. Buchule Sibaca, CEO, with principal place of business at 12 Oxbow Crescent Century City, Cape Town, 7442 (hereinafter referred to as “SMTAX”); and Hessequa Local Municipality, A municipality duly established in terms of the Local Government Municipal Structures Act, 117/1998)

Herein represented by **Mr Albertus Stephanus Abraham de Klerk** in his capacity as **Municipal Manager**, duly authorized thereto.

(hereinafter referred to as “the Municipality”)

Collectively referred to as the “Parties” and individually as a “Party”.

2. PURPOSE OF THE MoU

2.1. The purpose of this MoU is to record and formalize the collaborative intent between the Parties to foster and enable meaningful socio- economic development with a specific focus on:

- Advance Local Economic Development (LED),
- Financial inclusion of individuals and small businesses,
- Shared capacity in service delivery,
- Digital and financial literacy,
- Entrepreneurial and SMME ecosystem support,
- SMME Funding Support.

2.2. The Parties agree to explore and implement initiatives that leverage their respective strengths, resources, and mandates to enhance access to both public and private sector opportunity



3. OBJECTIVES

3.1. The objectives of this MoU include but are not limited to:

- 3.1.1. Establishing a platform for joint strategic planning, programme implementation, and resource mobilisation;
- 3.1.2. Promoting integrated development approaches and encouraging public-private co-operation;
- 3.1.3. Empowering small, micro and medium enterprises (SMMEs), youth, female and previously disadvantaged individuals through capacity building, training, mentorship, and access to funding and finance support;
- 3.1.4. Supporting Hessequa Municipality's mandate in promoting economic transformation and inclusive growth in its jurisdiction.

4. ROLES AND RESPONSIBILITIES

4.1 SMTAX shall:

- Provide scalable digital financial services tailored to small businesses and entrepreneurs.
- Offer financial literacy, compliance, and capacity-building training.
- Collaborate in the development of technology-enabled solutions that address administrative and compliance burdens for microenterprises.
- Share relevant, anonymised data and insights (subject to POPIA compliance) to support policymaking and LED planning.

4.2 Hessequa Local Municipality shall:

- Facilitate access to its economic development and business support infrastructure.
- Provide logistical, technical, or administrative support for joint initiatives where feasible.
- Collaborate in community outreach programmes that further the goals of this MoU.



5. GOVERNANCE STRUCTURE

5.1 A Joint Steering Committee (JSC) shall be established within 30 (thirty) days of the signature of this MoU, comprising representatives from both Parties.

5.2 The JSC shall:

- Meet quarterly or as and when required.
- Review implementation progress.
- Resolve operational challenges.
- Propose improvements or changes to the cooperation framework.

6. TERM AND TERMINATION

6.1 This MoU shall come into effect on the date of signature by the last Party and shall remain in force for a period of three (3) years, unless terminated earlier in terms of this clause.

6.2 Either Party may terminate this MoU by giving the other Party three (3) months' written notice.

6.3 Termination of this MoU shall not affect any projects or obligations already underway, which shall continue to completion unless otherwise agreed.

7. LEGAL STATUS

7.1 This MoU is not intended to create binding legal obligations but serves as a statement of mutual intent and cooperation.

7.2 Any legally binding agreement(s) or contracts arising from this collaboration shall be separately negotiated and signed in accordance with applicable laws, including the Public Finance Management Act (PFMA), Municipal Finance Management Act (MFMA), and relevant supply chain management regulations.



8. CONFIDENTIALITY

Each Party undertakes to keep confidential all information received from the other Party that is designated as confidential and shall not disclose such information to any third party without the prior written consent of the disclosing Party.

9. COMPLIANCE WITH LAW

The Parties shall comply with all applicable South African laws and regulations, including the Constitution, POPIA, PFMA/MFMA, Companies Act, and any other legislation relevant to the execution of this MoU.

10. GENERAL PROVISIONS

10.1 Amendments: This MoU may only be amended in writing and signed by authorized representatives of both Parties.

10.2 Dispute Resolution: Any disputes arising from the interpretation or implementation of this MoU shall be resolved amicably through mutual consultation. Failing resolution, the matter may be referred to mediation or arbitration in accordance with the Arbitration Act, 1965.

10.3 Non-Exclusivity: Nothing in this MoU shall preclude either Party from entering into similar arrangements with other entities.

10.4 Costs: Each Party shall bear its own costs in relation to the negotiation, signing, and execution of this MoU.



11. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be signed by their duly authorized representatives.

For and on behalf of

SMTAX Digital Accounting (Pty) Ltd

Name: Buchule Sibaca

Designation: CEO

Sign: _____

Date: _____

Witness 1: _____

Witness 2: _____

For and on behalf of

Hessequa Local Municipality

Name: Albertus Stephanus

Abraham de Klerk

Designation: Municipal Manager

Sign: _____

Date: _____

Witness 1: _____

Witness 2: _____





9.19 HESSEQUA SPORTRAAD AANSOEK OM BEFONDSING

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

PURPOSE OF REPORT / DOEL VAN VERSLAG

Ten einde die Raad se goedkeuring te verkry vir die toekenning van R227 670.00 (Twee honderd sewe-en-twintig duisend ses honderd en sewentig rand) aan die Hessequa Sportraad, vanuit die toegekende sport projek befondsing, vir die implementering van sport ontwikkelingsprojekte binne die Hessequa-gebied.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Hessequa Sportraad funksioneer as 'n Artikel 17(4)-liggaam en dien as 'n advies liggaam aan die Hessequa Munisipale Raad ten opsigte van sportverwante aangeleenthede binne die Hessequa-gebied.

Hierdie Raad is in Junie 2017 gestig en bestaan uit verteenwoordigers van verskeie sportklubs in die streek. Tydens 'n vergadering op 31 Januarie 2018 is dit aanbeveel dat die Sportraad jaarliks 'n formele aansoek by die Munisipaliteit indien vir finansiële ondersteuning ten einde sportprogramme aan te bied soos geïdentifiseer deur die onderskeie sport kodes. Elke sportkode is versoek om jaarliks hul insette aan die Sportraad te verskaf.

(Sien asseblief die aangehegte insette vanaf die verskillende sport kodes vir die 2025/2026 finansiële jaar.)

Aanbevelings:

- Aangesien die Hessequa Munisipaliteit oor beperkte fondse beskik vir hierdie doel, word dit aanbeveel dat die Sportraad die voorgestelde programme prioritiseer volgens die beskikbare begroting.
- Daar word verder aanbeveel dat 'n formele ooreenkoms tussen die Munisipaliteit en die Sportraad gesluit word, wat die besteding en verantwoordbaarheid van die fondse duidelik uiteensit, alvorens enige oorbetalings plaasvind.

Opsomming van vorige fondse ontvang vanaf Hessequa Munisipaliteit:

BRON VAN INKOMSTE	BEDRAG
HESSEQUA MUNISIPALITEIT	193 543
HESSEQUA MUNISIPALITEIT BURGEMEESTER FONDS	8 950
SPORTFEES: RUGBY TOERNOOI	21 980
TOTAAL	224,473

SPANDERING VAN FONDSE	BEDRAG	BEWYSE GEVERIFIEER DEUR BESTUURDER GEMEENSKAP ONTWIKKELING
AFFILIASIE – EDEN SPORTRAAD	800	JA
BANKKOSTE	1,576	JA
BEMARKING	4,371	JA
BURGEMEESTER FONDS: Donasie rolstoel deelnemer 1,400 Jeug dag sport Dag inkomste 7,550	8,900	JA
ONTHAALKOSTE: SPYSENIERING AJV	1,500	JA
REISTOELAE T.O.V. SPORTRAAD VERGADERINGS BYGEWOON VIR DIE JAAR	3,675	JA
REKENINGKUNDIGE GELD – BVSA REKENMEESTERS OPSTEL VAN FINANSIËLE VERSLAE	3,864	JA
SPORTKODE UITBETALINGS: Golf R10,000 Hessequa Sport toekennings aand R6,474 Krieket R9,819 Laerskole Skaak R4000 Muurbal R10,020 Netbal R12,600 Ondersteuning vir skoliere in skole sport verteenwoordigende spanne behaal R15,750	170,637	JA

Rolbal R8,422 Rugby R54,852 Sokker R26,900 Tafeltennis R11,800		
SPORT UITBETALINGS: ANDER Jeugdag sportprogram – Spysenering en Klank – R8,750 Sportfees Rugby beamptes R4,250	13,000	JA
TOTAAL	208,323	JA

Die uitgawes is nagegaan en is korrek. Volgens die MFMA 67(3) *“The accounting officer must through contractual and other appropriate mechanism enforce compliance with subsection (1)”*

(Sien asb. die Finansiële verslag en Presensielys van vergadering waar die verslag goedgekeur was aangeheg)

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Kennis geneem.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die befondsing aansoek ontvang vanaf die Hessequa Sportraad vir die aanbied van sport programme, soos identifiseer deur die verteenwoordigende sport kodes op die Hessequa Sportraad.
2. Dat die beskikbare fondse vir sport ontwikkelings projekte vir die huidige finansiële jaar wat R227 670.00 beloop, aan die Hessequa Sportraad toegeken word vir die aanbied van die volgende sport programme soos vervat in die befondsing aansoek:
 - Hessequa Krieket Ontwikkelings Programme.
 - Jukskei Programme.
 - Muurbal Ontwikkelings Programme.
 - Netbal Ontwikkelings Programme.
 - Rugby Ontwikkelings Programme.
 - Gholf Ontwikkelings Programme.
 - Rolbal Ontwikkelings programme.
 - Tafeltennis ontwikkelings programme.
 - Pluimbal ontwikkelings programme.
 - Atletiek programme.
 - Sokker Ontwikkelings programme.
 - Hessequa Sport erkennings funksie.
 - Befondsing aan verdienstelike sport persone.
 - Inheemse Sport Programme.
3. Dat die fondse goed gemaak word vanuit die volgende posnommers:

No	Pos nommers	Bedrag	Beskrywing
----	-------------	--------	------------

1.	501025989501GTQ9ZZWM	R 165 500.00	"TS-O-M-NON PROFIT UNSPECIFIED"
2.	511025989101GTQ9ZZWM	R 62 170.00	"TS-O-M-NON PROFIT UNSPECIFIED"
	TOTAAL	R 227 670.00	

4. Dat die Hessequa Sportraad, prioritiseer, ten opsigte van die programme wat aangebied sal word, binne die beskikbare begroting.
5. Dat daar 'n formele ooreenkoms tussen die Hessequa Munisipaliteit en die Hessequa Sportraad gesluit word rakende die spandering en verantwoordbaarheid van die fondse voordat fondse oorbetal word.
6. Dat die Hessequa Sportraad, na aanwending van die fondse, finansiële state, aan die Hessequa Munisipaliteit, sal voorsien as bewys dat die fondse aangewend was soos versoek.
7. Dat fondse betaal word aan:
 - Rekening houer: Hessequa Sport Council
 - Bank: Eerste Nasionale Bank
 - Tak: Riversdal

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

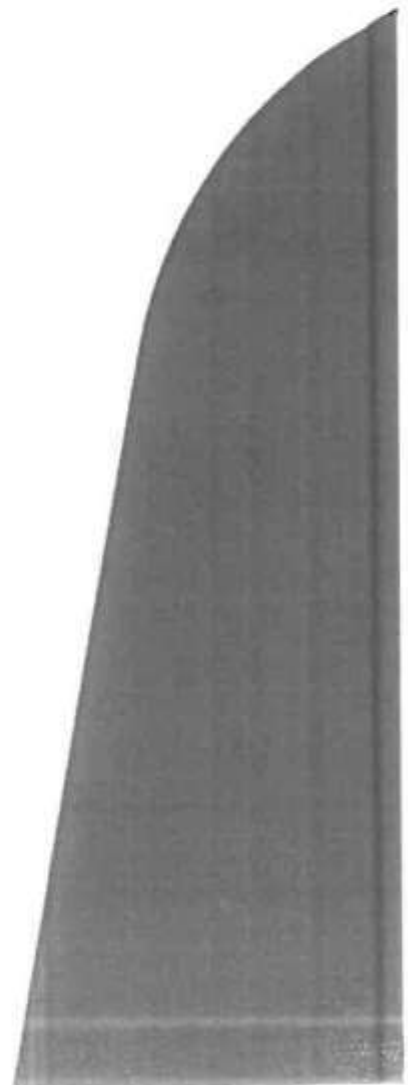
Direkteur Gemeenskapsdienste: Mnr D. Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

1. Goedgekeurde Finansiële verslag.
2. Sport insette ontvang.
3. Presensielys van vergadering gehou op 3 September 2025 waar die Finansiële verslag goedgekeur was.

HESSEQUA SPORTRAAD
FINANSIËLE STATE
VIR DIE JAAR GEËINDIG 30 JUNIE 2025

bvsa



HESSEQUA SPORTRAAD
FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Algemene inligting

Land van inkorporasie en domisilie	Suid-Afrika
Aard van besigheid en hoofaktiwiteite	Sportraad
Bestuurslede	P Witbooi (Voorsitter) L Hartnick (Onder-voorsitter) G Geswind (Sekretaris) C Paulsen (Tesourier) R Heunis (Munisipale verteenwoordiger)
Geregistreerde kantoor	H/V N2 en Mulderstraat Riversdal 6670
Besigheldsadres	Van den Berg Straat Riversdal 6670
Posadres	Posbus 85 Riversdal 6670
Rekenmeesters	BVSA Konsult (Edms) Bpk Geektrooieerde Rekenmeesters (SA)

HESSEQUA SPORTRAAD

FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Indeks

Die verslae en state soos vervat in die dokument verteenwoordig die finansiële state wat aan die bestuur voorgelê is:

	Bladsy
Bestuur se verantwoordelikhede en -goedkeuring	3
Kompilasieverslag	4
Staat van Finansiële Posisie	5
Staat van Omvattende Inkomste	6
Staat van Verandering in Ekwiteit	7
Staat van Kontantvloei	8
Rekeningkundige Beleid	9
Notas tot die Finansiële State	10 - 11

HESSEQUA SPORTRAAD

FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Bestuur se verantwoordelikhede en -goedkeuring

Die bestuur moet toereikende rekeningkundige rekords handhaaf en is verantwoordelik vir die inhoud en integriteit van die finansiële state en verwante finansiële inligting wat by hierdie verslag ingesluit is. Dit is hul verantwoordelikheid om te verseker dat die finansiële state 'n redelike weergawe is van die stand van sake van die organisasie soos op die einde van die finansiële jaar en die resultate van sy bedrywighede en kontantvloeï vir die tydperk wat op daardie datum geëindig het, in ooreenstemming met die Internasionale Finansiële Rapporteringstandaarde vir Klein en Mediumgrootte Ondernemings.

Die finansiële state is ooreenkomstig die Internasionale Finansiële Rapporteringstandaarde vir Klein en Mediumgrootte Ondernemings opgestel en is gebaseer op toepaslike rekeningkundige beleid wat konsekwent toegepas is en wat deur redelike en verstandige oordeel en ramings ondersteun word.

Die bestuur erken dat hulle uiteindelik verantwoordelik is vir die stelsels van interne finansiële beheer wat deur die organisasie ingestel is en plaas aansienlike klem op die handhawing van 'n streng beheeromgewing. Die bestuur stel standaarde vir interne beheer wat daarop gemik is om die risiko van foute of verlies op 'n koste-effektiewe wyse te verminder, om die bestuur in staat te stel om hierdie verantwoordelikhede na te kom. Die standaarde sluit in die behoorlike delegasie van verantwoordelikhede binne 'n duidelik gedefinieerde raamwerk, effektiewe rekeningkundige prosedures en toereikende skeiding van pligte om 'n aanvaarbare risikovolke te verseker. Hierdie beheermaatreëls word regdeur die organisasie gemonitor en alle werknemers word verplig om die hoogste etiese standaarde te handhaaf om te verseker dat die organisasie se besigheid uitgevoer word op 'n wyse wat in alle redelike omstandighede bo verdenking is. Die organisasie se fokus op risikobestuur is gerig op die identifisering, evaluering, bestuur en monitering van alle bekende risiko's in die organisasie. Hoewel die bedryfsrisiko nie heeltemal uitgeskakel kan word nie, poog die bestuur om dit tot 'n minimum te beperk deur te verseker dat die toepaslike infrastruktuur, kontroles, stelsels en etiese gedrag binne voorafbepaalde prosedures en beperkings toegepas en bestuur word.

Die bestuur is van mening, gebaseer op die inligting en verduidelikings wat deur die bestuur gegee is, dat die interne beheerstelsels redelike sekerheid bied dat daar vir die voorbereiding van die finansiële state op die finansiële rekords gesteun kan word. Enige interne finansiële beheerstelsel kan egter slegs redelike, en nie absolute, versekering bied teen enige wesenlike wanvoorstelling of verlies.

Die bestuur het die organisasie se kontantvloeï-vooruitskatting vir die 12 maande tot 30 Junie 2026 geëvalueer en, in die lig van hierdie oorsig en die huidige finansiële posisie, is hulle oortuig dat die organisasie toegang het tot toereikende hulpbronne om voort te gaan in operasionele bestaan in die afsienbare toekoms.

Die finansiële state wat uiteengesit is op bladsye 5 tot 11, en voorberei is op die lopendesaa-grondslag, is goedgekeur en onderteken namens die bestuur op 31 Julie 2025 deur:


P Witbooi (Voorsitter)
C Paulsen (Tesourier)

Kompilasieverslag

Aan die bestuur van Hessequa Sportraad

Ons het die finansiële state van Hessequa Sportraad, soos uiteengesit op bladsye 5 tot 11, opgestel gebaseer op inligting deur u verskaf. Hierdie finansiële state bestaan uit die staat van finansiële posisie van Hessequa Sportraad soos op 30 Junie 2025, die staat van omvattende inkomste, staat van verandering in ekwiteit en staat van kontantvloei vir die jaar wat op daardie datum geëindig het, en 'n opsomming van beduidende rekeningkundige beleid en ander verduidelikende inligting.

Ons het hierdie kompilasie-aanstelling uitgevoer in ooreenstemming met 'International Standard on Related Services 4410 (Revised), Compilation Engagements'.

Ons het ons kundigheid in rekeningkunde en finansiële verslagdoening aangewend om u by te staan met die voorbereiding en aanbieding van hierdie finansiële state in ooreenstemming met die Internasionale Finansiële Rapporteringstandaarde vir Klein en Mediumgrootte Ondernemings. Ons het voldoen aan relevante etiese vereistes, insluitende beginsels van integriteit, objektiwiteit, professionele bevoegdheid en behoorlike sorg.

Hierdie finansiële state en die akkuraatheid en volledigheid van die inligting gebruik om die finansiële state op te stel is u verantwoordelikheid.

Aangesien 'n kompilasie-aanstelling nie 'n gerusstellingsaanstelling is nie, word daar nie van ons vereis om die akkuraatheid en volledigheid van die inligting, deur u aan ons verskaf om hierdie finansiële state op te stel, te verifieer nie. Gevolglik spreek ons nie 'n ouditmening of 'n oorsig gevolgtrekking uit of hierdie finansiële state voorberei is in ooreenstemming met die Internasionale Finansiële Rapporteringstandaarde vir Klein en Mediumgrootte Ondernemings nie.

BVSA Konsult (Edms) Bpk
Per: A de Beer GR(SA)
Assosiaat direkteur

31 Julie 2025
Riversdal

HESSEQUA SPORTRAAD

FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Staat van Finansiële Posisie soos op 30 Junie 2025

Syfers in Rand	Nota(s)	2025	2024
Bates			
Bedryfsbates			
Kontant en kontantekwivalente	2	48,506	30,624
Totale bates		48,506	30,624
Ekwiteit en aanspreeklikhede			
Ekwiteit			
Behoue verdienste		36,894	20,744
Laste			
Bedryfslaste			
Handels- en ander krediteure	3	11,612	9,880
Totale ekwiteit en aanspreeklikhede		48,506	30,624

HESSEQUA SPORTRAAD

FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Staat van Omvattende Inkomste

Syfers in Rand	Nota(s)	2025	2024
Inkomste			
Burgermeestersfonds	4	8,950	5,800
Sportfees: Hekgelde Rugby		21,980	-
Sportfondse : Hessequa Munisipaliteit		193,543	180,197
		224,473	185,997
Bedryfskoste			
Affiliësie		(800)	(700)
Bankkoste		(1,576)	(1,206)
Bemarking		(4,371)	(7,132)
Burgermeesterfonds spandering	5	(8,900)	(5,850)
Onthaalkoste: Spyseniering AJV		(1,500)	-
Reiskoste		(3,675)	(2,606)
Rekeningkundige geld		(3,864)	(3,605)
Sportkode uitbetalings	6	(170,637)	(171,549)
Sport uitbetalings : Ander	7	(13,000)	(25,537)
		(208,323)	(218,185)
Fondse beskikbaar vir die jaar		16,150	(32,188)

HESSEQUA SPORTRAAD
FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Staat van Verandering in Ekwiteit

	Behoue verdienste	Totale ekwiteit
Syfers in Rand		
Saldo op 1 Julie 2023	52,932	52,932
Verandering in ekwiteit	(32,188)	(32,188)
Totale omvattende verlies vir die jaar	(32,188)	(32,188)
Totale veranderings	20,744	20,744
Saldo op 1 Julie 2024		
Verandering in ekwiteit	16,150	16,150
Totale omvattende inkomste vir die jaar	16,150	16,150
Totale veranderings	36,894	36,894
Saldo op 30 Junie 2025		

HESSEQUA SPORTRAAD
FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Staat van Kontantvloei

Syfers in Rand	Nota(s)	2025	2024
Kontantvloei uit bedryfsaktiwiteite			
Kontant gegenereer deur (aangewend in) bedrywighede	8	17,882	(26,177)
Totale kontantbeweging vir die jaar		17,882	(26,177)
Saldo aan die begin van die jaar		30,624	56,801
Saldo aan die einde van die jaar	2	48,506	30,624

Rekeningkundige Beleid

1. Opstellingsgrondslag en opsomming van beduidende rekeningkundige beleid

Die finansiële state is ooreenkomstig die Internasionale Finansiële Rapporteringstandaarde vir Klein en Mediumgrootte Ondernemings opgestel. Die finansiële state is op die historiese koste grondslag opgestel. Dit word in Suid-Afrikaanse Rand aangebied.

Die rekeningkundige beleid stem ooreen met dié van die vorige tydperk.

1.1 Finansiële instrumente

Finansiële instrumente teen geamortiseerde koste

Skuldinstrumente, soos omskryf in die standaard, word gevolglik gemeet teen geamortiseerde koste met gebruik van die effektiewe rentekoers metode. Skuldinstrumente wat geklassifiseer word as bedryfsbates of bedryfslaste, word gemeet op die onverdiskonteerde bedrag van die kontant wat na verwagting ontvang of betaal sal word, tensy die ooreenkoms effektief 'n finansieringstransaksie behels.

Aan die einde van elke verslagdoeningsdatum word die drabedrae van bates gehou in hierdie kategorie hersien, om te bepaal of daar enige objektiewe bewyse van waardedaling is. Indien wel, word 'n waardedalingsverlies erken.

Finansiële instrumente teen kosprys

Verpligtinge om 'n lening te kry word gemeet teen kosprys minus enige waardedaling.

Ekwiteitsinstrumente wat nie in die openbaar verhandel word nie en waarvan die billike waarde andersins nie betroubaar gemeet kan word nie, word gemeet teen kosprys minus enige waardedaling. Dit sluit in ekwiteitsinstrumente gehou in ongenoteerde beleggings.

Alle finansiële bates waarvan die billike waarde nie anders betroubaar gemeet kan word nie en wat nie voldoen aan die vereistes om aangewys te word as instrumente gemeet teen geamortiseerde koste nie, word gemeet teen kosprys minus waardedaling.

Finansiële instrumente teen billike waarde

Alle ander finansiële instrumente word gemeet teen billike waarde deur wins en verlies.

Indien 'n betroubare maatstaf van billike waarde nie sonder onnodige koste of moeite meer beskikbaar is nie, word die billike waarde op die laaste datum waarop so 'n betroubare maatstaf beskikbaar was, gebruik as die kosprys van die instrument. Die instrument word dan teen kosprys minus waardedaling gemeet totdat die bestuurder die billike waarde sonder onnodige koste of moeite kan meet.

1.2 Belasting

Lopende belastingbates en -laste

Die organisasie is vrygestel van inkomstebelasting ingevolge artikel 10(1)(cA)(i) van die inkomstebelastingwet.

1.3 Inkomste

Inkomste word bereken teen die billike waarde van die teenprestasie wat ontvang is of ontvangbaar is en verteenwoordig die ontvangbare bedrae vir goedere en dienste wat in die normale gang van sake verskaf word, na aftrekking van handelskortings en hoeveelheidskorting en belasting op toegevoegde waarde.

Rente word in wins of verlies erken deur die effektiewe rentekoers metode te gebruik.

Dividende word in wins en verlies erken wanneer die maatskappy se reg om die betaling te ontvang, gevestig is.

1.4 Leenkoste

Leenkoste word in die tydperk waarin dit aangegaan word as 'n uitgawe erken.

HESSEQUA SPORTRAAD

FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Notas tot die Finansiële State

Syfers in Rand

2025

2024

2. Kontant en kontantekwivalente

Kontant en kontantekwivalente bestaan uit:

Banksaldo's

48,506

30,624

3. Handels- en ander krediteure

Betaalbare handelskrediteure

11,612

3,499

Uitgawes tov Hessequa erkenningaand

-

6,381

11,612

9,880

4. Burgermeesterfonds inkomste

Donasie rolstoel deelnemer

1,400

-

Jeugdag sportdag inkomste

7,550

-

Landloop toernooi

-

5,800

8,950

5,800

5. Burgermeesterfonds spandering

Donasie rolstoel deelnemer kompetisie

1,400

-

Jeugdag Sportprogram

7,500

-

Landloop toernooi

-

5,850

8,900

5,850

6. Sportkode uitbetalings

Domino

-

6,190

Golf

10,000

9,975

Hessequa Sport toekennings aand

6,474

35,914

Jukskei

-

10,000

Krieket

9,819

9,970

Laerskool Skaak

4,000

-

Muurbal

10,020

4,900

Netbal

12,600

3,700

Ondersteuning vir skoliere in skolesport verteenwoordigende spanne plek
behaal: Distrik, Weskaap en Nasionaal

15,750

32,500

Pluimbal

-

9,900

Rolbal

8,422

10,000

Rugby

54,852

15,000

Sokker

26,900

10,000

Tafeltennis

11,800

13,500

170,637

171,549

7. Sport uitbetalings - Ander

Burgermeesterfonds - Mattlyn 7s toernooi

-

7,000

Inheemse spele - Provinsiaal (Uitrustings vir vier Hessequa deelnemers)

-

5,537

Jeugdag sportprogram

8,750

-

Rugby SWD Arende vervoer en skeidsregters

-

13,000

Sportfees beamptes

4,250

-

13,000

25,537

HESSEQUA SPORTRAAD
FINANSIËLE STATE VIR DIE JAAR GEËINDIG 30 JUNIE 2025

Aantekeninge by die Finansiële State

Syfers in Rand	2025	2024
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8. Kontant gegenereer deur (aangewend in) bedrywighede

Wins (verlies) voor belasting	16,150	(32,188)
Veranderings in bedryfskapitaal:		
Handels- en ander krediteure	1,732	6,011
	<u>17,882</u>	<u>(26,177)</u>

9. Fondse nog nie benut

Sportkode fondse oordra na volgende jaar

Sokker	-	5,000
Netbal	-	4,300
Ondersteuning vir skoliere in skolesport verteenwoordigende spanne plek behaal	14,250	-
Hessequa Sport toekenning	16,000	-
	<u>30,250</u>	<u>9,300</u>



HESSEQUA SPORT COUNCIL

Email: hesssequasportcouncil@gmail.com

BYWONINGSREGISTER: HESSEQUA SPORTRAAD VERGADERING:
WOENSDAG, 3 SEPTEMBER 2025
THUSONG SENTRUM, RIVERSDAL

TYD: 18H00

Uitvoerende Bestuur		Kontak Besonderhede	Handtekening
Voorstter	Mnr. Patric Witbooi	0118603731 pat.witbooi@gmail.com	
O/Voorstter	Mnr. Lesley Hartnick	VERStonninga	
Sekretaris	Mnr. Gavin Geswind	064637819 geswind.gavin@gmail.com	
Tesourier	Me. Chanita Paulsen	ChanitaPaulsa.1td 0782284504	
Munisipale Verteewwoordigers	Mnr. Raymond Heunis		
	Mnr. Ralton October	063 177 5405 ralton@hesssequa.gov.za	
Munisipale Verteewwoordiger	Mnr. Deon Lewis-Micheals	071 949 0880	
(Direkteur: Gemeenskapsdienste)		deon@hesssequa.gov.za	
Politieke Verteewwoordiger	O/Burgemeester Rdl. Gerald Boezak		

CHAIRPERSON: Patrick Witbooi
VICE CHAIRPERSON: Lesley Hartnick
SECRETARY: Gavin Geswind
TREASURER: Chanita Paulse



HESSEQUA SPORT COUNCIL

Email:hessequasportcouncil@gmail.com

Kode	Verteenwoordiger	Kontak Besonderhede	Handtekening
1. Hoërskole skole	Mnr. Patric Witbooi	07118603731	
2. Laer skole	Mnr. Ronald Abrahams	0837885900	
3. Sokker	Mnr. Jomo Sibotoboto	Sibotoboto 08577344	
4. Rugby	Mnr. Pieter Herling	071107636226x8	
5. Netbal	Mev. Ashleen Prins (Verskoning)		
6. Muurbal	Mnr. Jan Oosthuysen		
7. Dominoes			
8. Krieket	Mnr. Micheal Koker	0652179070 michaelkoker1@gmail.com	
9. Tafeltennis	Me. Ronel Fielies	065 376 96 94	
10. Golf	Mnr. Johan Erasmus		

CHAIRPERSON: Patrick Witbooi
SECRETARY: Gavin Geswindt

Vice Chairperson: Leslie Hartnick
Treasurer: Chantla Paulse



HESSEQUA SPORT COUNCIL

Email: hessequasportcouncil@gmail.com

11. Rolbal	Mr. Geoffrey Prins		
12. Jukskei	Mr. Alexander van Eeden	052 464 7558	<i>Adrian Botha</i>
13. Pluimbal	Mev. Ursula van Huyssteen		
14. Inheemse Spele	Me. Denodien Rossouw	071 289 2953	<i>D Rossouw</i>

15. ~~Bentrie Basson~~ *Rebekah R. R. R. R.* 078 487 6325

Rebekah R. R. R. R.

CHAIRPERSON:
SECRETARY:

Patrick Witbooi
Gavin Geswindt

Vice Chairperson: Leslie Hartnick
Treasurer : Chantia Paulse

SPORT KODE INSETTE 2025-2026

SPORTKODE	KONTAK PERSOON	AANVRAAG	AANBEVELING
1.Netbal	Me. Ashleen Prins	Hessequa Paasfees Netbal Toernooi (6 deelnemende dorpe) 1.Vervoer: R15000 2.Spyseniering:R10500 3.Gradeerdes fooie: R2400 (Beampes: Skeidsregters: + Tegnies (x2) 4. Balle: R1500 (R250 x 6) Totale bedrag: R29 400	
2. Rolbal	Me. Lily van Rhyn	Opleidingsprogram vir klublede: R8422 Fasiliterings fooi: R4220 Spyseniering: R4080	
Hessequa Sokker Assosiasie	Mnr. S. Sibotoboto	Hessequa Beker, Top 4 en Jeug Ontwikkelings toernooi <u>Begrotings ontleding:</u> 1. <u>Hessequa-beker (R11 000):</u> - Wenners (R5 000) - Naasweners (R3 000) - Derde plek (R2 000) - Vierde plek (R1 000) 2. Hessequa Top 4-beker (R6 750): - Wenners (R3 000) - Naasweners (R2 000) - Derde plek (R1 000) - Vierde plek (R750) 3.Jeugontwikkelingsprogram (R6 000): - Ontwikkeling van talentvolle spelers om te groei deur deel te neem aan streek sokker proewe en kompetisies Totaal: R23 750	

4. Rugby	Mnr. P. Herling	Hessequa Paasnaweek toernooi 8 Hessequa Senior spanne onder andere Garcia, Gouritsmond, Slangrivier, Blues, Riversdal Dorp, Heidelberg, Melkhoutfontein en Albertinia 1. Spyseniering 2. Sport toerusting: trofees, medaljes en EMS R25 000.00	
5. Sportraad	Sportraad	Hulp aan uitsonderlike presteerders. Bedrag sal R500 wees wat aam leerders toegestaan word wat Distrik/Provinsiale en Nasionale klere behaal. Die bedrag van R1000 aan Seniors en Juniors wat Nasionale klere behaal het. R30 000.00	
6. Muurbal	Mnr. J. Oosthuysen	Skole Ontwikkelingsprogram te Stilbaai/Melkhoutfontein Toernooi fooie Verversings: R10 000.00	
7. Tafeltennis	Me. R. Fielies	Hessequa Tafeltennis Ope: R25 000 Algemene items: R19 200.00	
8. Golf	Mnr. J. Erasmus	Aansoek: Vervoer van afrigters: R12000 Afrigting fooie: R8000 "Green Fees": R8000 Verversings aan spelers wat klinieke bywoon: R7000 Toerusting: R23 000	

11. Krieket	Mnr. M. Koker	Ontwikkelings liga: Heidelberg R5000 (R4000-Spyseniering en R1000 toerusting). Doel is om krieket talent te ontwikkel, nuwe talent te identifiseer en te verseker dat die klub sy sosiale verantwoordelikheid teenoor die gemeenskap nakom. Krieket kliniek-Slangrivier Deelname as SWDKA Krieket seisoen 2025/2026 SWDKA T20 krieket toernooi Uitgawes vir Vervoer word benodig. Ons het tans nie n program van SWDKA ontvang, maar verlede jaar het ons twee wedstryde gespeel, in Riversdale en in George – Totale kostes was (R1 200.00) en (R3 300.00) Hessequa T20 toernooi Krieket toernooi: onderskeie klubs in Hessequa R20 000.00	
12. Jukskei	Mnr. Zas van Eden	Jukskei toernooi aangebied deur Hessequa klubs: R14 000	
13. Pluimbal	Me. U. van Huyssteen	Befondsing van die nodige opstelling en toerusting vir die twee skole om hul bane in hul skoolsake op te Rig. Badminton South Africa het reeds rakette vir hierdie doel geborg Melkhout Fontein Laerskool R 6 600.00 De Waalville Laerskool 3 Howe R 6 500.00	

		Totale Benodigde Fondse R13 200.00	
14. Hessequa Sport toekennings	Sportraad	Gee erkenning aan Hessequa Sportlui –R30 000 R30 000	

9.20 REQUEST TO CONCLUDE A SHARED SERVICES AGREEMENT WITH MOSSELBAY MUNICIPALITY

File number / Verwysingsnommer: 2/10

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Protection services C. Swartz

PURPOSE OF REPORT / DOEL VAN VERSLAG

That Council consider the request to conclude a Shared Services Agreement with Mossel bay Municipality.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Shared Services Agreements are common approaches to strengthen rural local municipalities who struggle to respond to operational issues with inter alia, but not limited to:

Protest actions,

Taxi violence,

Policing of illegal activities and businesses,

Xenophobia,

Disaster management,

Land invasions,

Property protection,

Fire hazards,

Serving of Summonses/ Warrants

This agreement aims to enhance operational capacity, improve responsiveness, and ensure coordinated action in addressing the following critical areas:

- 1. Protest Action and Taxi Violence** - Coordinated intelligence sharing and joint operational planning will enable proactive interventions, reduce public disruption, and enhance community safety.
- 2. Policing of Illegal Activities and Businesses** - A shared enforcement framework will strengthen regulatory oversight, streamline inspections, and ensure consistent application of municipal by-laws across jurisdictions.
- 3. Xenophobia and Social Cohesion** - Joint community engagement initiatives and integrated support services will promote tolerance, reduce tensions, and foster inclusive development.
- 4. Disaster Management** - Pooling resources and expertise will improve disaster preparedness, response times, and recovery efforts, particularly in high-risk areas.

5. Land Invasions and Property Protection - A unified approach to land use monitoring and enforcement will safeguard municipal assets, uphold legal frameworks, and prevent unlawful occupation.

6. Fire Hazards and Emergency Services - Shared firefighting resources and coordinated risk assessments will enhance fire prevention and emergency response capabilities.

7. Serving of Summonses and Warrants - A centralized system for legal processes will improve efficiency, reduce duplication, and ensure timely execution of judicial mandates.

The shared services agreements have the intent to assist municipalities with the exchange of resources to strengthen service delivery. This initiative is supported by various municipalities who are cognizant of their own challenges by seeking assistance from agreements to strengthen their capacity.

Each Municipality will however be responsible to provide insurance to their own personnel in events of incidents which may occur. The request for services will be approved and authorised by the Municipal Manager upon a written request from the borrowing municipality.

Each municipality will in addition be responsible for the cost of their own personnel with the exception of meals and accommodation which the borrowing municipality will bear the cost of.

This item was tabled at the **Portfolio Committee** meeting **20 August 2025** and the following was recommended:

1. *That the Committee support the request to conclude a Shared Services Agreement with Mossel bay Municipality.*
2. *That the existing budget, including the use of virements, must be used for any incidental costs should the need arise.*
3. *That the item be referred to Council for consideration.*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted and supported.

**COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR
FINANSIËLE DIENSTE**

The content of the item is noted. The existing budget, including the use of virements, must be used for any incidental costs should the need arise.

The recommendations are supported.

**COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR
ONTWIKKELINGSBEPLANNING**

**COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR
TEGNIËSE DIENSTE**

**COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR
GEMEENSKAPSDIENSTE**

In light of the increasing complexity and urgency of municipal challenges, it is proposed that a shared services agreement be concluded between relevant local government entities and stakeholders.

The shared services agreement will foster intergovernmental collaboration, optimize resource utilization, and deliver more effective public service outcomes. It is recommended that this initiative be prioritized to address the pressing needs of our communities and uphold the principles of good governance.

The recommendations are supported.

**COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER
REGSDIENSTE**

The content of the report is noted and the recommendations supported

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council approve the request to conclude a Shared Services Agreement with Mossel bay Municipality.
2. That the existing budget, including the use of virements, must be used for any incidental costs should the need arise.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Community Services: Mr D. Lewis Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Yes – Draft Shared Services Agreement

SHARED SERVICE AGREEMENT

Entered into by and between:

MOSSEL BAY MUNICIPALITY

Herein represented by **COLIN BERNARD PUREN** in his capacity as
Municipal Manager of Mossel Bay Municipality, duly authorised thereto by
Resolution xxxxxx of the Municipal Council on xxxxx

And

xxxx MUNICIPALITY

Herein represented by **xxxxxx** in her capacity as Municipal Manager of
xxxx Municipality, duly authorised thereto by Resolution
_____ of the Municipal Council on _____

PREAMBLE

WHEREAS the parties to this agreement are proclaimed local municipalities in terms of Section 12 of the Local Government Municipal Structures Act, No. 117 of 1998 and as prescribed by Section 155(1) of the Constitution;

AND WHEREAS the various parties have the powers and functions to provide a public service to its residents in terms of:

- (i) Sections 156 and 229 of the Constitution;
- (ii) Part B of Schedule 4 & 5 of the Constitution;
- (iii) Section 83 of the Local Government: Municipal Structures Act, Act 117 of 1998, as amended; and
- (iv) Sections 6 and 9 of the Local Government: Municipal Systems Act, Act 32 of 2000, as amended.

AND WHEREAS the parties are all geographically located close to one another and have agreed to support each other by sharing certain services amongst them, subject to the terms and conditions incorporated herein.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation.
- 1.2 Unless the context clearly indicates a contrary intention, any word implying the singular includes the plural and vice versa.
- 1.3 A reference to a business day is a reference to any calendar day excluding Saturday, Sunday and a public holiday in the Republic of South Africa.
- 1.4 When any number of days is prescribed such number shall mean calendar days, unless business days are expressly referred to, and shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public

holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day.

- 1.5 A reference to an enactment is a reference to that enactment as at the date of signature of this Agreement (being the date of the last signature to this Agreement) and as amended or re-enacted from time to time.
- 1.6 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply.
- 1.7 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.8 The *eiusdem generis* rule ("the same kind") shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

2. DEFINITIONS

In this agreement, unless the contrary appears from the context, the following words and phrases shall have the meanings ascribed to them as follows:

"borrowing party" means the party requesting and receiving assistance from a lending party.

"constitution" means the Constitution of the Republic of South Africa, Act 108 of 1996, as amended.

"committee" means the committee established in terms of paragraph 10 of this agreement.

"contract" means this document together with all annexures thereto.

"effective date" means the date upon last signature of this agreement.

“event”	means any occurrence or situation for which assistance may be provided by the lending party to the borrowing party.
“lending party”	means the party providing assistance to a borrowing party.
“law enforcement officer”	means a law enforcement officer appointed by the Municipality under Proclamation No. 1114 of 19 October 2018, promulgated under section 334(1)(a) of the Criminal Procedure Act, 1977 (Act 51 of 1977) to enforce any by-law, regulation or any other applicable legislation as per Column 3 of the Schedule within the Municipal area.
“MFMA”	means the Local Government: Municipal Finance Management Act, Act 56 of 2003.
“parties”	means, collectively, the parties to this agreement or any two parties who render assistance to one another.
“party”	means any of the abovementioned entities, as the context may indicate.
“public service delivery”	means specifically, but not exclusively, traffic law enforcement disaster management, inter-municipal skills training and support, provision of resources in the event of insufficient staff and/or insufficient infrastructure.
“resource”	means any staff, equipment, vehicle, communications apparatus, or other resource being provided by the lending party to the borrowing party as would be required and requested for the purpose of assistance in a relevant event.
“Structures Act”	means the Local Government Municipal Structures Act, Act 117 of 1998, as amended.
“Systems Act”	means the Local Government Municipal Systems Act, Act 32 of 2000, as amended.

“traffic officer” means a traffic officer appointed by the Municipality in terms of Section 3A of the National Road Traffic Act, 1996 (Act 93 of 1996).

3. OBJECTIVE OF THE AGREEMENT

- 3.1 The parties record that this agreement is concluded in the spirit of cooperation, through provision of assistance to each other with regard to public service delivery.
- 3.2 The said service areas may, *inter alia*, include assistance during:
- 3.2.1 Protest actions;
 - 3.2.2 Taxi violence;
 - 3.2.3 Policing of illegal activities and businesses;
 - 3.2.4 Xenophobia;
 - 3.2.5 Disaster management;
 - 3.2.6 Land invasions;
 - 3.2.7 Property protection;
 - 3.2.8 Fire hazards;
 - 3.2.9 Serving of Summonses/ Warrants;
 - 3.2.10 Any other service as may be agreed upon in writing between the parties.
- 3.3 It is recorded that any other local municipality within the Garden Route District that does not form part of this agreement may forward a written request to the Committee for consideration to be included in the agreement.

4. DURATION OF THE AGREEMENT

- 4.1 This Agreement will commence on the date of signature by the party signing the Agreement last in time and shall, unless otherwise provided for in this Agreement, be terminated by mutual written consent of the Parties or with at least one month's written notice by any party to the remaining parties.

5. PROCESS FOR REQUESTING ASSISTANCE

- 5.1 All requests for assistance must be in writing through the respective Municipal Managers or his/her delegated authority and with three (3) days' notice.
- 5.2 In the event of emergency or disaster a shorter notice period than prescribed in clause 5.1 may be given.
- 5.3 No adverse effect will result from any party's inability to render assistance to a requesting party.

6. HUMAN RESOURCES

- 6.1 That all officials rendering a service to the borrowing party must provide written consent to render such assistance in terms of this agreement.
- 6.2 The lending party must ensure that it has and maintains adequate insurance in relation to all officials providing assistance in terms of this agreement.

7. RISK

- 7.1 Should a lending party render assistance to a borrowing party and said assistance carries an element of internal risk to any resource so rendered, the lending party accepts full risk of damage, loss or injury to such resource being rendered and indemnifies the borrowing party from the institution of any civil claims against the borrowing party, in this regard, except to the extent that said risk is created solely as a result of a negligent act of the borrowing party.
- 7.2 The borrowing party shall carry the external risk to members of the public resulting from utilisation of abovementioned resource of the lending party, whilst under command and control of the borrowing party and indemnifies the lending party to any claims, civil, in this regard, except to the extent that said risk is created solely as a result of an intentional or grossly negligent act of the lending party.
- 7.3 The borrowing party shall not intentionally or negligently expose any resource of the lending party to unnecessary risks and will treat same in utmost good faith (*uberrima fides*).

7.4 With reference to paragraphs 7.1 and 7.2 above, the parties hereby indemnify, undertake to indemnify, and keep indemnified each other against all injuries, demands, actions proceedings, liability, claims, losses, damage, costs or expenses, which the parties may sustain or incur, as a result of the implementation of this agreement. The parties also acknowledge.

7.4.1 that they are fully aware of all the risks involved regarding the implementation of this agreement;

7.4.2 that this indemnity shall commence on time and date of signature hereof and will survive indefinitely; and

7.4.3 that this indemnity was entered into voluntarily and without any undue influence of any nature.

7.5 The parties agree to complete and produce any documentation, as requested by another party, to ensure that incidents are reported and that claims, and subsequent reporting can be actioned.

8. COSTS

8.1 Save as set out in paragraph 8.2 hereunder, the parties agree that all costs associated with the rendering of assistance to the borrowing party will be carried by the lending party. These costs include but is not limited to any and all expenses relating to employee compensation, transportation costs, insurance, social security, pensions, unemployment, overtime and other benefits, as well as for the training, appointment, discharge and disciplinary action in relation to officials.

8.2 Should any employees of the lending party be required to stay overnight in rendering assistance, the borrowing party shall provide such staff with accommodation facilities and meals at its own cost to an acceptable standard, as will reasonably be required.

8.3 Should additional costs be incurred by the lending party in respect of tools and equipment, over and above own stock required for rendering of assistance,

these costs must be negotiated between the borrower and the lending party before said costs are incurred..

9. COMMAND AND CONTROL

- 9.1 Any resources used in rendering assistance to a borrowing party, shall be placed under the command and control of the borrowing party.
- 9.2 Prior to provision of any resources to the borrowing party, the lending party shall provide its staff with specific instructions to adhere to the command and control of the borrowing party.
- 9.3 The borrowing party shall not intentionally or negligently expose, or cause to be exposed, any resource of the lending party to unnecessary risks and will utilise such resource in utmost good faith (*uberrima fides*).
- 9.4 At the conclusion of every event for which assistance was provided, the borrowing party will, in writing, provide the lending party with full particulars concerning the event and conclusion thereof, including relevant, costs, damages and any other information which the lending party may require.
- 9.5 Briefing and de-briefing sessions are to be held and recorded in full for each event and reported to the involved municipal council(s).

10. COMMITTEE

- 10.1 The parties each undertake to nominate a representative who will serve on a committee to implement and oversee this agreement.
- 10.2 The committee shall convene bi-monthly, or when reasonably required, where it will endeavour to:
 - 10.2.1 oversee and consider implementation of and strategic guidance to parties with regard to this contract;
 - 10.2.2 ensure successful implementation and necessary amendments of this contract;
 - 10.2.3 coordinate and manage parties' implementation of this contract;

- 10.2.4 identify potential risks arising from the implementation of this contract and purport to institute mechanisms to mitigate such risks;
 - 10.2.5 deal with any differences and/or challenges arising from the implementation of this contract and explore and realize possible solutions to address same;
 - 10.2.6 develop and enforce a monitoring and reporting framework for the implementation of this contract;
 - 10.2.7 develop and agree to Terms of Reference for the committee;
 - 10.2.8 monitor evaluate and report on the progress of each event and provision of assistance therein.
- 10.3 The chairperson will be elected on an annual basis by members of the committee.

11. CHANGES IN CIRCUMSTANCES

- 11.1 If, as a result of any amendments or promulgation of any legislation /regulation or public policy or an altered application or interpretation of the same by judicial body, the purpose and/or objectives of this contract are materially influenced or rendered unenforceable, each party undertakes to inform all other parties of said changes and its implications regarding this agreement.
- 11.2 If, as a result of any structural changes in a party to this contract's governance and financial position, the purpose and/or objectives of the agreement are materially influenced or rendered unenforceable, the affected party undertakes to inform all other parties of said changes and its implications regarding this agreement.

12. SETTLEMENT OF DISPUTES

- 12.1 The Parties shall initially attempt to resolve all disputes by mutual consent or mediation, within 30 (thirty) days after a dispute has been declared to be in issue. Should the matter not be resolved within this period, they will resolve the dispute as set out herein.

12.2 The parties, being Organs of State in the Local Spheres of government, respectively, acknowledge that they are bound by the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005). The parties agree that any dispute relating to this agreement will be resolved through Intergovernmental Relations Framework dispute mechanisms.

13. ASSIGNMENT

No Party shall assign or transfer its rights and/or interests in this contract, whether totally or partially, to a third Party without the other Parties' prior written consent.

14. DOMICILIUM

14.1 The parties choose the following addresses as their respective address for the delivery of any document in connection with this MOA (hereinafter referred to as "service address"):

The Mossel Bay Municipality at:

Office of the Municipal Manager

Marsh Street 101

Mossel Bay

6506

Liaison Officer:

Name and Surname:

E-mail:

Telephone:

The xxxxx Municipality at:

Office of the Municipal Manager

Liaison Officer:

Name and Surname:

E-mail:

Telephone:

14.2 Any notice to either party shall be addressed to it at its domicilium and sent by either prepaid registered post, facsimile, email or delivered by hand. In the case of any notice:

14.2.1 sent by prepaid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh business day after posting;

14.2.2 dispatched by facsimile or email, on the date of dispatch of such facsimile or email, provided that the correct answer back code of the address or read receipt is received on the facsimile or email;

14.2.3 delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day, or otherwise on the next following business day, save that if delivered by hand a receipt shall be obtained and kept as proof of such delivery.

15. VARIATION

This Agreement constitutes the entire agreement between the Parties and no modification, variation or alteration thereto shall be valid unless reduced in writing and signed by all the parties thereto.

16. WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

17. APPROVALS AND CONSENTS

An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

18. FORCE MAJEURE

- 18.1 If the performance of the agreement by any party is delayed, hindered or prevented or is otherwise frustrated by the reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall immediately notify the other party in writing, specifying the action of the force majeure and of the anticipated delay in the performance of the services agreed to herein.
- 18.2 The Municipality may either withdraw the approval or suspend the performance of the assistance for such period as the parties may mutually agree upon.
- 18.3 Should the force majeure persist for a period longer than that agreed upon by the parties, the parties may mutually agree to terminate the rendering of assistance.

19. SEVERABILITY

Should any provision of this agreement in any manner whatsoever contravene any law of the Republic of South Africa, such provision shall be deemed to be severable and shall not affect any other provision of this agreement nor effect the enforceability of those remaining provisions which are not in contravention of any law.

20. SIGNATURE IN COUNTERPARTS.

The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

21. JURISDICTION

The Parties hereto, in terms of section 45 of Act 32 of 1944, consent to the jurisdiction of the Magistrate's Court for the hearing of any action which may arise directly or indirectly from this Agreement, without prejudice to any party or his/her/their agents' right to institute such action in the High Court in the event of their choosing to do so.

Signed at on this day of 2025

AS WITNESSES:

1. _____
Full name and Surname Signature

2. _____
Full name and Surname Signature

For and on behalf of Mossel Bay Municipality. The signatory warrants that he/she is duly authorised hereto

Full name and Surname Capacity

Signed at on this day of 2022

AS WITNESSES:

1. _____
Full name and Surname Signature

2. _____
Full name and Surname Signature

For and on behalf of xxxxx Municipality. The signatory warrants that he/she is duly authorised hereto

Full name and Surname Capacity

9.21 REQUEST TO APPOINT TWO (2) TRAFFIC OFFICERS IN TERMS OF THE TMT SERVICE LEVEL AGREEMENT (SLA) UNDER TENDER HES-COM 03/2324

File number / Verwysingsnommer: 4/3/1

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Protection Services Mr. C. Swartz

PURPOSE OF REPORT / DOEL VAN VERSLAG

That Council consider and support the appointment of two (2) Traffic Officers in terms of the TMT Service Level Agreement under Tender Hes-Com 03/2324.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Municipality concluded a tender starting 01 December 2024 with TMT Services and Supplies (PTY) LTD through a two-stage bidding process to provide Traffic Law Enforcement equipment, back-office systems and related services for a seven (7) year period.

Part of the agreement, particularly in clause 6.5 of the SLA, it is mentioned that two (2) traffic officers will be appointed for this project on the account of the service provider (TMT), subject to a council resolution.

6.5. The Municipality shall operate the cameras as manpower and weather conditions allow. The municipality will appoint two traffic officers/wardens, whose salaries will be paid by the service provider to the municipality. The latter will be implemented after written agreement between the parties, and the required Council resolution has been obtained.

The appointment of the two traffic officers will not just aid in the fight against crime but will also assist with traffic visibility who strategically reduce crime or the thoughts thereof. The officers will also be used to perform general traffic law enforcement and other ancillary functions of the municipality.

The reimbursement of the two (2) officers will be facilitated through an invoicing system from the municipality to the service provider.

Section 3A(1)(d) of The National Road Traffic Act 93/1996 provides that appointments of traffic officers may only be made by a local authority for work to be done in that jurisdiction.

The appointment of the traffic officers may, therefore, only be made by a local authority.

- (d) any local authority or two or more local authorities may jointly appoint for its area or for their areas jointly, as the case may be, upon the conditions set by the chief executive officer, as many persons as traffic officers or reserve traffic officers as may be reasonably necessary, and such officers shall function within such area or areas;

The signed Service Level Agreement dated 27 May 2025 can be access on the following link:
[Gemeenskapsdienste\Verkeer\TMT - Traffic Services\Signed SLA - Final - 19-05-2025\Signed Service Level Agreement HM - TMT - June 2025.pdf](#)

The Committee are therefore requested to consider and support the appointment of two (2) Traffic Officers in terms the TMT Service Level Agreement under Tender Hes-Com 03/2324.

This item was tabled at the **Portfolio Committee** meeting **20 August 2025** and the following was recommended:

1. *That the Committee support the appointment of two (2) Traffic Officers in terms the TMT Service Level Agreement under Tender Hes-Com 03/2324.*
2. *That the item be referred to Council for approval.*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the **Council meeting** on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

Acting Manager: Human Resources – Marcel Cronje

The recommendations are supported.

RECOMMENDATION / AANBEVELING

That Council approve the appointment of two (2) Traffic Officers in terms the TMT Service Level Agreement under Tender Hes-Com 03/2324.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director Community Services: Mr D. Lewis Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

No

9.22 HESSEQUA MUNICIPALITY'S CONTINUATION OF FINANCIAL SUPPORT TO WESTERN CAPE ECONOMIC DEVELOPMENT PARTNERSHIP

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the signing of a Service Level Agreement with Western Cape Economic Development Partnership.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Cape Town Partnership (CTP) was appointed in January 2011 to conduct a Planning and Stakeholder Engagement process, with the aim to consult economic partners and stakeholders, assess the state of the regional growth strategy and economic agenda, assess the system for delivering economic strategy and design and submit a proposition to Provincial Cabinet.

On the basis of the Cape Town Partnership (CTP) report, Provincial Cabinet agreed in August 2011 to establish an Economic Development Partnership (EDP) for the region. Cape Town Partnership (CTP) was then further tasked with facilitating and coordinating the EDP establishment process, which included engagement with potential members and strategic partners, which lead to the establishment of the Economic Development Partnership by April 2012 and establishment of an interim Work Programme.

Some of the initial findings of the Economic Development Partnership (EDP), included that the main global and national economic factors are beyond direct control, but given its resources, assets and people, the Western Cape region should be performing better. Although strong economic growth was recorded over the past number of years (45% over 10 years), this has been jobless growth (16% increase in employment only!).

The Economic Development Partnership played a role in addressing these matters, such as crisis of jobless growth, poverty and inequality, and as a partnership-based organisation lead, coordinate and drive regional economic growth programmes, development and inclusion in the Cape Town Region.

DECISIONS TAKEN 2016 AND 2019

On **24 June 2016** the **Executive Mayoral Committee** took the following decision (Item 5.1.4.7.1):

- "1. That the Committee supports the creation of dedicated local capacity outside of local government structures, in support of economic partnerships in the Eden District.*

2. *That the Committee approves funding for dedicated capacity in the Southern Cape Business Partnership, through the Western Cape Economic Development Partnership, to the amount of R50 000.00 for the 2016/2017, 2017/2018 and 2018/2019 financial years.*
3. *That the provisions of section 67 of the MFMA be complied with before any funds are transferred to the WCEDP.*
4. *That agreement to fund the Economic Development Partnership is supported, subject to the identification of regional specific economic development deliverables and timeframes, and pending the signing of a service level agreement.*
5. *That Business Chambers be represented on the South Cape Business Partnership Structure, to represent Hessequa Region from a business perspective.”*

Council took the following decision on **25 September 2019** (Item 9.10):

- “1. *That the Council in principle approves the creation of dedicated local capacity outside of local government structures, in support of economic partnerships in the Eden District.*
2. *That the Council approves funding for dedicated capacity in the Southern Cape Business Partnership, through the Western Cape Economic Development Partnership, to the amount of R55 000.00 for the 2019/2020, 2020/2021 and 2021/2022 financial years [LED Vote: 251022704201GTRHZZWM (Consultants and Professional Services)].*
3. *That the provisions of Section 67 of the MFMA be complied with before any funds are transferred to the WCEDP.*
4. *That in principle, agreement to fund the Economic Development Partnership are supported, subject to the identification of regional specific economic development deliverables and time frames, and pending the signing of a service level agreement.*
5. *That Business Chambers be represented on the South Cape Business Partnership Structure, to represent Hessequa Region from a business perspective.*
6. *That South Cape Economic Partnership (SCEP) be invited to make a presentation to the Council.”*

DISCUSSION

On 30 July 2025 the Hessequa Municipality received the following request from the Project Manager: Garden Route Development Partnership:

“Good afternoon Bertus, trust that you are well.

As you are aware, Hessequa Municipality has historically contributed annually to the work undertaken by the EDP in the region - work that continues to have direct and positive impact on the municipality and the region. The Service Level Agreement (SLA) for the 2024/25 financial year expired at the end of June 2025. Given our ongoing collaboration and the shared priorities we are pursuing at both regional and local level, we believe it is important to renew this agreement.

Since the initiation of the Joint Local Economic Development (LED) Planning project, the need for sustained partnership and coordinated support has become even more critical. In this

context, we respectfully request the renewal of the SLA to ensure continuity and progress in implementing these joint initiatives.

We note and appreciate that an amount of R29 000 has been allocated in your 2024/25 budget for this purpose. However, in view of our long-term collaboration, we propose the establishment of a three-year SLA. Accordingly, we request that the following contributions be considered for the outer years:

- R55 000 for the 2025/26 financial year*
- R60 000 for the 2026/27 financial year*
- R65 000 for the 2027/28 financial year*

As previously discussed, and reflected in the draft agreement, these amounts will be subject to availability of funds in the respective financial years.

We trust that the municipality remains committed to this strategic partnership and look forward to your positive consideration and earliest feedback.

Thank you.

Kind regards.

Melanie Wilson"

The Municipality wishes to support and contribute towards the Garden Route Development Partnership (GRDP) as a sub-structure of the WCEDP. Hessequa Municipality supported the programme since the inception thereof in 2014. Since then, tremendous groundwork has been made i.e. research on priority areas, which laid the foundation for implementation of programmes / projects impacting at a municipal level. Continuous quarterly reports have to be tabled to Council for the said period, is proof of resources effectively utilised in support of regional economic development. Based on the latter and given the outputs of the previous years, it is recommended that Hessequa continue its financial support to reap the benefits of its investment in the SCEP.

In light of previous Service Level Agreements signed with the Western Cape Economic Development Partnership, *but also keeping budget constraints in mind it is recommended that a one year service level agreement be signed and that this request be reviewed annually for consideration by the Committee.*

The following is an extract from the 2025/2026 Budget:

1	Votenummer	Dept	Cost Cent	Type Indicator	Group / Classification Item	Sub Item	Fund	ct	proj	Cost	on	Regi	Typ	Description	Adjusted Budget 2425	Budget 2526
2	2510000000100000000000	25	50	0								R H		LOCAL ECONOMIC DEVELOPMENT	-	-
35	251022704201GTRJZZWM	25	10	2	27	042	0	10	TRJ	ZZ	WM	P		C&PS: B&A RESEARCH & ADVISORY	29 739	31 024

Attached as Annexure A is the Draft Service Level Agreement with Strategic Objectives for consideration.

STRATEGIC OBJECTIVES

The partners have agreed on a set of objectives for the Service Level Agreement through a set of revised medium-term partnership objectives, which are:

1. Promote collaboration and partnering amongst stakeholders in addressing the priorities of the Garden Route and Hessequa municipality.
2. Promote and support collaborative leadership and shared growth within the economic delivery system of the Garden Route and Hessequa municipality.
3. Be a channel for communication and managing conflict within the regional economic system as and where needed.
4. Serve as a vehicle towards developing strategic intergovernmental collaboration and partnerships with key stakeholders across the region, province and country towards regional economic growth.
5. Provide a platform for the formulation of solutions for, and addressing barriers to, regional economic growth.
6. Advisory and ad-hoc support to Hessequa municipality to include:
 - 6.1 Drafting of a Business Hub policy;
 - 6.2 Inputs into the Hessequa LED Strategy Implementation Plan;
 - 6.3 Hessequa LED Strategy Review; and
 - 6.4 Representation at the Local Economic Development Forum (LEDF)

The **Portfolio Committee** took the following decision on **20 August 2025** (Item 6.4.5.2.1):

- “1. That the Committee take note of the Draft Service Level Agreement.*
- 2. That the Committee support the signing of a one-year Service Level Agreement with the Western Cape Economic Development Partnership (WCEDP).*
- 3. That the Committee in principle support the creation of dedicated local capacity outside of local government structures, in support of economic partnerships in the Garden Route District and Hessequa Municipality.*
- 4. That the Committee support funding for dedicated capacity in the Western Cape Economic Development Partnership to the amount of R31 524.00 for the 2025/2026 financial year [LED Vote: 251022704201GTRJZZWM R31 524.00 (C&PS: B&A RESEARCH & ADVISORY: Contracted Services) 2025/2026].*
- 5. That the provisions of Section 67 of the MFMA be complied with before any funds are transferred to the WCEDP.*
- 6. That quarterly reports from the Western Cape Economic Development Partnership (WCEDP) be submitted to the Committee for consideration.*
- 7. That the item be referred to Council for approval.”*

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **25 September 2025** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted, and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations supported.

COMMENTS: HEAD STRATEGIC SERVICES / KOMMENTAAR: HOOF STRATEGIESEDIENTE

The recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council take note of the Draft Service Level Agreement.

2. That Council approve the signing of a one-year Service Level Agreement with the Western Cape Economic Development Partnership (WCEDP).
3. That Council approve the creation of dedicated local capacity outside of local government structures, in support of economic partnerships in the Garden Route District and Hessequa Municipality.
4. That Council approve funding for dedicated capacity in the Western Cape Economic Development Partnership to the amount of R31 524.00 for the 2025/2026 financial year [LED Vote: 251022704201GTRJZZWM R31 524.00 (C&PS: B&A RESEARCH & ADVISORY: Contracted Services) 2025/2026].
5. That the provisions of Section 67 of the MFMA be complied with before any funds are transferred to the WCEDP.
6. That quarterly reports from the Western Cape Economic Development Partnership (WCEDP) be submitted to the Portfolio Committee for consideration.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr HS Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: Draft Service Level Agreement

SERVICE LEVEL AGREEMENT

Made and entered into by and between

Hessequa Municipality

A municipality duly established in terms of Local Government Municipal Structures Act 117 of 1998

(Herein represented by Albert de Klerk in his capacity as **Municipal Manager** duly authorised thereto)

(Hereinafter referred to as "**the Municipality**")

and

Western Cape Economic Development Partnership

(Registration number **2012/015958/08** and herein represented by **Nishendra Moodley**, in his capacity as **Chief Executive** duly authorised thereto)

(Hereinafter referred to as "**WCEDP**")

PREAMBLE:

WHEREAS: the Municipality wishes to make its contribution towards the operational fund for the formation of the South Cape Economic Partnership as a sub-structure of the Western Cape Economic Development Partnership as agreed amongst municipalities in the South Cape area on 5 April 2016.

AND WHEREAS: the Municipality nominates and appoints WCEDP to provide or render the services as required;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 The headings to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the

terms of this agreement nor any clause hereof, and unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

- 1.1.1 **"Agreement"** shall mean this Service Level Agreement, and all annexures attached hereto and "this agreement" or "the agreement" shall bear the same meaning.
 - 1.1.2 **"Annexure A"** means the attached scope of deliverables and budget, which includes the work plan and budget.
 - 1.1.3 **"Commencement Date"** means the date when the agreement will officially commence.
 - 1.1.4 **"Parties"** mean the WCEDP and Hessequa Municipality.
 - 1.1.5 **"Signature Date"** shall mean the date of signature of this Agreement by the last party signing.
 - 1.1.6 **"VAT"** shall mean value added tax payable in terms of the Value Added Tax Act 1991, as amended.
- 1.2 Expressions defined in this agreement shall bear the same meanings in schedules and Annexures to this agreement, which do not themselves contain their own definitions.
 - 1.3 In the event of any inconsistency between the provisions of this Service Level Agreement and the terms and conditions contained in Annexure "A", the provisions of this Service Level Agreement shall prevail over the terms and conditions contained in the said Annexure "A".

2. RECORDAL

- 2.1 The Municipality wishes to support and contribute towards the Garden Route Development Partnership (GRDP) as a sub-structure of the WCEDP in order to ensure a vehicle able to manage and coordinate cross-border economic development projects.
- 2.2 The Parties wish to enter into an Agreement governing the execution of the required deliverables identified and agreed on by all stakeholders involved. The Municipality hereby enters into an agreement with the WCEDP to render the institutional and financial administrative services as well as fulfill an advisory role behalf of and to the GRDP which partnership will be responsible for the management, coordination and implementation of identified economic projects and processes, on the terms and conditions of this Agreement.

3. APPOINTMENT

- 3.1 The WCEDP, in accepting this appointment, expressly warrants that it possesses or has ready access to the infrastructure and / or appropriate skills to execute all its obligations in terms of this agreement.
- 3.2 The WCEDP shall perform the obligations or render services to the satisfaction of the Municipality and shall carry out such services / obligations with due care and diligence and apply generally accepted practices and shall endeavor to act at all times in the best interests of the Municipality.
- 3.3 Subject to the other provisions of this Agreement, the Service Level Agreement is personal to the WCEDP.

4. COMMENCEMENT AND DURATION

- 4.1 Notwithstanding the date of signature of this agreement, the agreement shall commence on 1 July 2024 and shall terminate one year after commencement of this agreement.

5. RIGHTS AND RESPONSIBILITIES OF THE MUNICIPALITY

- 5.1 The Municipality undertakes to pay over funds to the amount of **R31 524,00 (Thirty-One Thousand and Five Hundred and Twenty-Four Rand)** for the year 2025/26 to achieve the agreed objectives, subject to the provisions of this agreement and the satisfactory achievement of all deliverables as per Annexure A.
- 5.2 The Municipality undertakes to render all reasonable assistance to the partnership to enable it to achieve the deliverables and shall ensure that all matters referred to it for consideration or approval is handled in an expeditious manner.
 - 5.2.1 The Municipality shall be entitled to withhold disbursements of funding in the event that the Municipality is not satisfied with the performance and / or execution of obligations in compliance with this agreement.
 - 5.2.2 Additional to or in conjunction with the provisions of the above clause, the Municipality must give the Service Provider notice of the intention to withhold or stop the disbursement of funding stating the reasons and give the Service Provider an opportunity to submit written representations, within 7 (seven) days, as to why the allocation should not be withheld or stopped.

6. PERFORMANCE OF SERVICES

- 6.1 The WCEDP undertakes to contribute an equal amount of **R31 524,00 (Thirty-One Thousand and Five Hundred and Twenty-Four Rand)** towards this partnership agreement and shall, at all times, acknowledge and adhere to the content of this Agreement and all Annexure's during the execution of its obligations.
- 6.2 The WCEDP undertakes to execute the deliverables with the highest standards of professional and ethical competence and integrity and shall adhere to the highest standards in the industry.

- 6.3 The WCEDP shall execute and finalize its obligations within the prescribed time period.
- 6.5 The WCEDP and the Municipality may each appoint an authorised representative who shall –
- 6.5.1. not be entitled to take decisions that will bind the parties unless, as far as the Municipality is concerned, such decisions are approved in writing by the Municipal Manager;
 - 6.5.2. not be entitled to take decisions that would have the effect of amending this agreement unless such decisions are reduced to writing and signed on behalf of the parties by their duly authorised representatives.

7. FEES AND DISBURSEMENTS

- 7.1. The total value for the duration of the Agreement amounts to a total cost of R31 524,00 (Thirty-One Thousand and Five Hundred and Twenty-Four Rand) for the 2025/26 financial year.
- 7.2. The WCEDP will submit written invoices in all financial years on its letterhead and provide quarterly reports in order for payments to be processed timeously.
- 7.3. The Municipality undertakes to ensure that a payment in respect of the invoice(s) received from the WCEDP, shall be affected within 30 days of the submission of the invoice(s) to the Municipality.

8. CONFLICTS OF INTEREST

The WCEDP/GRDP shall not engage in any activity which may conflict with the interests of the municipality under this Agreement.

9. LEGAL COMPLIANCE AND LEGISLATIVE/REGULATORY CHANGES

- 9.1. The WCEDP shall, at all times during the duration of this Agreement, comply with all relevant laws, by-laws and policies and requirements of applicable authorities in the execution of its duties as determined in this Agreement.
- 9.2. The WCEDP shall obtain all approvals, licenses and permits required from municipal, governmental and other authorities having competent jurisdiction, to perform their duties in terms of this agreement.

10. SEVERABILITY AND VARIATION

- 10.1. The Parties agree that no other terms or conditions, variations or representations, whether oral or written, and whether express or implied, or otherwise shall be of force, other than those contained in this Agreement and the addendum containing the specific project deliverables to follow.

11. DISPUTE RESOLUTION

11.1 Without detracting from any party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this Agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure.

11.2 Mediation

- 11.2.1 Subject to the provisions of clause 19.1 any dispute arising out of this agreement may be referred to by the parties without legal representation to a Mediator.
- 11.2.2 The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.
- 11.2.3 The Mediator shall be selected by agreement between the parties.
- 11.2.4 If an Agreement cannot be reached upon a particular Mediator within 3 (three) business days after the parties have agreed to refer the matter to mediation, then the President for the time being of the Law Society of the Cape of Good Hope shall nominate the Mediator within 7 (seven) business days after the parties have failed to agree.
- 11.2.5 The Mediator shall at his or her sole discretion determine, whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 11.2.6 The parties shall have 7 (seven) business days within which to finalise their representations. The Mediator shall within 7 (seven) business days of receipt of the representations express in writing an opinion on the matter and furnish the parties each with a copy thereof by hand or by registered post.
- 11.2.7 The opinion so expressed by the Mediator shall be final and binding upon the parties unless a party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved party must deal with the dispute. The expressed opinion of the Mediator shall not prejudice the rights of a party in any manner whatsoever in the event of it proceeding to arbitration.
- 11.2.8 The costs of mediation shall be determined by the Mediator.
- 11.2.9 Liability for such costs shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

11.3 Arbitration

- 11.3.1 the parties may agree to refer any dispute arising out of this agreement to Arbitration.
- 11.3.2 Arbitration shall be held in Hessequa and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, as amended from time to time, it being intended that if possible, it shall be held and concluded within 10 (ten) business days after it has been demanded.
- 11.3.3 Save as otherwise specifically provided herein, the Arbitrator shall be, if the matter in dispute is:
- (a) primarily a legal matter, a practising Advocate of the Cape Bar; and
 - (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.
- 11.3.4 If agreement cannot be reached on whether the question in dispute falls under 11.3.3(a) or 11.3.3(b) and/or upon a particular Arbitrator within 3 (three) business days after arbitration has been demanded, then the Chairperson for the time being of the Cape Bar Council shall:
- (a) determine whether the question in dispute falls under 11.3.3(a) or 11.3.3(b); and/or
 - (b) nominate the Arbitrator within 7 (seven) business days after the parties have failed to agree.
- 11.3.5 The Arbitrator shall give his or her decision within 5 (five) business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid by either or all of the parties, as the case may be.
- 11.3.6 The decision of the Arbitrator shall be final and binding and may be made an order of the Cape of Good Hope Provincial Division of the High Court upon the application by any party to the arbitration.

12. NOTICES AND DOMICILIUM

- 12.1. The Parties hereto select as their respective *domicilia citandi et executandi* ("domicilium") the following physical addresses, and for the purpose of giving or sending any notice, the payment of invoices the serving of any process and for any other purpose provided for or required hereunder:

THE HESSEQUA MUNICIPALITY:

Physical Address:

Hessequa Municipality
Civic Centre.....
Van den Berg Street
Riversdale

Postal Address:

Hessequa Municipality
PO Box 29
Riversdale
6670

Tel No: 044-7138000

E- mail: mm@hessequa.gov.za.

WESTERN CAPE ECONOMIC DEVELOPMENT PARTNERSHIP

Physical Address and Postal Address:

Tannery Office Park, East Block 05, 21-23 Belmont Road, Rondebosch, South Africa, 7700

Tel No: +27 21 832 0200

E- mail: nishendra@wcedp.co.za

- 12.2 Each party shall be entitled to nominate a physical address, not being a post box or poste restante, in substitution for the address set out above in respect of it at any time by giving the other party hereto 21 (twenty-one) days' written notice of such change of address.
- 12.3. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile and email. Communications by facsimile and email shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 hours after the time of transmission. Communications by e-mail shall be deemed to have been received by the addressee upon receipt of an e-mail acknowledging such receipt.

13. SIGNATURE

Thus, done and signed by the parties hereto, who warrant by their signature to this Agreement that they are authorised to sign this Agreement and acknowledge that they have read the terms and conditions of this Agreement, that they understand all such terms and conditions of this agreement to be bound thereby.

The Hessequa Municipality

SIGNED AT.....ON THISDAY OF.....20.....

Signature:

MUNICIPAL MANAGER represented by)

AS WITNESSES:

1. _____

2. _____

The Western Cape Economic Development Partnership

SIGNED AT ON THIS.....DAY OF20.....

Signature:

Capacity: Chief Executive Officer

(Print Name) **Nishendra Moodley**

AS WITNESSES

1. _____

2. _____

ANNEXURE "A" – DELIVERABLES / SCOPE OF SERVICES

Strategic Objectives

The partners have agreed on a set of objectives for the GRDP through a set of revised medium-term partnership objectives, which are:

- Promote collaboration and partnering amongst stakeholders in addressing the priorities of the Garden Route and Hessequa Municipality.
- Promote and support collaborative leadership and shared growth within the economic delivery system of the Garden Route and Hessequa Municipality;
- Be a channel for communication and managing conflict within the regional economic system as and where needed;
- Serve as a vehicle towards developing strategic intergovernmental collaboration and partnerships with key stakeholders across the region, province and country towards regional economic growth.
- Provide a platform for the formulation of solutions for, and addressing barriers to regional economic growth.
- Advisory and ad-hoc support to Hessequa Municipality to include:
 - Drafting a Business Hub Policy
 - Inputs into the Hessequa LED Strategy Implementation Plan
 - Hessequa LED Strategy Review
 - Representation at the Local Economic Development Forum (LEDF)

9.23 VOORGESTELDE “TWINNING” OOREENKOMS TUSSEN HESSEQUA EN THEEWATERSKLOOF MUNISIPALITEITE

File number / Verwysingsnommer: 3/R

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Munisipale Bestuurder: Albert De Klerk

PURPOSE OF REPORT / DOEL VAN VERSLAG

Om goedkeuring van die Raad te verkry vir die vestiging van “Twinning Agreements” tussen Theewaterskloof Munisipaliteit en Hessequa Munisipaliteit.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die ooreenkoms beoog gesamentlike ontwikkeling deur kennis deling, personeelontwikkeling en uitruil van beste praktyke.

Fokusareas:

1. Menslike Kapitaal ontwikkeling
2. Operasionele Doeltreffendheid
3. Tegnologie en Stelsels
4. Gemeenskapsbetrokkenheid

Theewaterskloof het Hessequa genader om twee van die fokus areas te kies en sal hulle dan die oorblywende twee areas koördineer met 'n ander Munisipaliteit (moontlik Swartland Munisipaliteit.)

Munisipaliteite sal elkeen vir sy eie kostes verantwoordelik wees.

Die periode verbonde aan die ooreenkoms sal vir 'n periode van 36 maande wees.

Enige party kan met skriftelike kennisgewing van 60 dae die ooreenkoms vroeër beëindig.

Die ooreenkoms sal ondersteun word deur 'n Memorandum van Ooreenkoms. Aangangsel “A”.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

Die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad die beginsel van die “twinning” ooreenkoms goedkeur.
2. Dat die Raad die fokus areas van: Operasionele Doeltreffendheid en Gemeenskapsbetrokkenheid kies.
3. Dat die Munisipale Bestuurder gemagtig word om die aangehegte ooreenkoms met Theewaterskloof Munisipaliteit te onderteken.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder – Mnr A.S.A. de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Aanhangsel A: Twinning Agreement Memorandum of Understanding Final

TWINNING AGREEMENT MEMORANDUM OF UNDERSTANDING

between

**THEEWATERSKLOOF MUNICIPALITY HEREIN REPRESENTED BY THE DULY
AUTHORIZED ACCOUNTING OFFICER (MUNICIPAL MANAGER)**

MR WALTER HENDRICKS

AND

**HESSEQUA MUNICIPALITY HEREIN REPRESENTED BY THE DULY AUTHORIZED
ACCOUNTING OFFICER (MUNICIPAL MANAGER)**

MR ALBERT DE KLERK

This Memorandum of Understanding (MOU) formalises the Twinning Agreement between Theewaterskloof Municipality and Hessequa Municipality, founded on a shared commitment to advancing good governance, institutional capacity and sustainable development. Through this partnership, both municipalities seek to strengthen their collaboration by exchanging knowledge, skills, and expertise across critical areas of governance, financial management, service delivery, infrastructure development, and social and economic growth. This agreement reflects a mutual dedication to fostering innovation and building resilient, capable municipalities that can better serve their communities.

1. Purpose

This Twinning Agreement Memorandum of Understanding (MOU) is entered into between the Theewaterskloof Municipality and Hessequa Municipality to establish a partnership aimed at fostering similar values, sharing of knowledge and expertise, promoting economic and social development to strengthen our pillars of institutional capacity, financial stability, service delivery enhancement and governance expertise.

2. Objectives

The parties hereto agree to collaborate in the following areas:

- Institutional upliftment programmes
- Financial structural programmes
- Social and economic programmes
- Service delivery enhancement programmes
- Infrastructure and urban development initiatives
- Innovation projects

3. Scope of Cooperation

Activities may include, but are not limited to:

- Exchange visits and delegations
- Joint seminars, conferences and workshops
- Sharing best practices and know-how
- Staff training and development

4. Duration

This agreement shall be effective from the date of signature and remain in effect for a period of 3 years unless terminated earlier by either party with 60 days' written notice.

5. Funding

Each party shall bear its own costs arising from participation in this agreement unless otherwise mutually agreed in writing.

6. Legal Status

This MOU is not legally binding and does not create legal obligations or liabilities under national or domestic law. It reflects the intention of the parties to cooperate in good faith.

7. Review and Amendments

The parties agree to review this MOU periodically and amend it by mutual written consent.

8. Signatures

Signed this _____ day of _____ 2025 in _____

FOR THEEWATERSKLOOF MUNICIPALITY-

EXECUTIVE MAYOR

MUNICIPAL MANAGER

As witnesses:

1. _____

2. _____

FOR HESSEQUA MUNICIPALITY-

EXECUTIVE MAYOR

MUNICIPAL MANAGER

As witnesses:

1. _____

2. _____

9.24 OORWEGING VAN DIE GEWYSIGDE STILBAAI ONTWIKKELINGSKOMITEE

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 25 September 2025

Report by / Verslag deur: Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die gewysigde Stilbaai Ontwikkelingskomitee, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Uitvoerende Burgemeesterskomitee het tydens sy vergadering van **30 Oktober 2019** die volgende besluit geneem:

- “1. Dat die Raad goedkeuring verleen vir die instelling van ‘n Artikel 17 Komitee ingevolge die Munisipale Stelselwet (Wet 32 van 2000) wat bekend sal staan as die Stilbaai Ontwikkelingskomitee.*
- 2. Dat die goedkeuring van die lede van hierdie Komitee aan die Raad voorgelê word vir oorweging.”*

Die lede van hierdie Komitee het egter ‘n paar wysigings ondergaan en daarom word die nuwe lede aan die Komitee voorgelê vir oorweging.

Die Ontwikkelingskomitee vir 2025 is:

1. Stilbaai Toerisme

Hennielene Botha	info@stilbaaitourism.co.za
Elvena Petersen:	info@stilbaaitourism.co.za
Annerise Wolmarans:	annerise@oudewerfskloof.co.za

2. Stilbaai Gemeenskapsforum:

Gustav Radloff:	gustav.radloff@gmail.com
Martin Groenewald:	mfgroenewald@gmail.com
Denis Fraser:	frasers.two.mail@gmail.com

3. Stilbaai Besigheidsforum

Rachel Wall:	rachelw@absamail.co.za
Johannes van Zyl:	planvirjou@gmail.com

4. Stilbaai Bewaringstrust

Deon Begemann: begemannd@gmail.com

Helene Potgieter: hpa@mwebbiz.co.za

Die item het gedien by die **Portefeuljekomitee vergadering van 10 September 2025**, en was die besluit as volg:

- “1. Dat die Komitee die gewysigde Stilbaai Ontwikkelingskomitee aanbeveel vir goedkeuring.*
- 2. Dat die item na die Raad verwys word.”*

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **25 September 2025** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Kennis geneem.

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

Dat die Raad die gewysigde Stilbaai Ontwikkelingskomitee goedkeur.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur: Ontwikkelingsbeplanning – Mnr HS Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Nee

